

CLOSING ITEM NO.: A-11

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CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY

AND

MOSAIC VILLAGE COHOES, LLC

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UNIFORM AGENCY PROJECT AGREEMENT

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DATED AS OF MAY 1, 2018

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RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE  
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED  
AT 330 ONTARIO STREET AND 55 SARGENT STREET IN THE  
CITY OF COHOES, ALBANY COUNTY, NEW YORK.

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and is for convenience of reference only.)

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## UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of May 1, 2018 (the “Uniform Agency Project Agreement”) by and between CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the “State”) having an office for the transaction of business located at 97 Mohawk Street, Cohoes, New York (the “Agency”) and MOSAIC VILLAGE COHOES, LLC, a limited liability company organized and existing under the laws of the State of New York (the “State”) having an office for the transaction of business located at 305 West Commercial Street, Springfield, Missouri (the “Company”);

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “Enabling Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 313 of the Laws of 1972 of the State, as amended, constituting Section 896-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in August, 2016, Vecino Group New York, LLC (the “Applicant”), presented an application (the “Application”) on behalf of Mosaic Village Cohoes, LLC (the “Company”), a limited liability company duly organized and validly existing under the laws of the State of Missouri, to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest or interests in an approximately 1.25 acre parcel of land currently with an address of 330 Ontario Street and 55 Sargent Street in the City of Cohoes, Albany County, New York (collectively, the “Land”), (2) the construction on the Land of an approximately 82,327 square foot building (the “Facility”) and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the “Equipment”) (the Land, the Facility, and the Equipment being collectively referred to as the “Project Facility”), all of the foregoing to constitute a commercial/residential facility containing approximately 68 residential apartments and approximately 7,421 square feet of rentable retail space to be leased by the

Company to various commercial and residential tenants and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on September 27, 2016 (the “Public Hearing Resolution”), the Chairman of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be mailed on July 27, 2017 to the chief executive officers of the county and of each city, town, village and school district in which the Project is to be located, (B) caused notice of the Public Hearing to be posted on July 27, 2017 on a bulletin board located in the lobby of Cohoes City Hall located at 97 Mohawk Street in the City of Cohoes, Albany County, New York, as well as on the Agency’s website, (C) caused notice of the Public Hearing to be published on July 31, 2017 in the Times Union, a newspaper of general circulation available to the residents of the City of Cohoes, Albany County, New York, (D) conducted the Public Hearing on August 11, 2017, at 12:00 p.m., local time in the Common Council Chambers of Cohoes City Hall located at 97 Mohawk Street in the City of Cohoes, Albany County, New York, and (E) prepared a report of the Public Hearing (the “Report”) which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on October 17, 2017 (the “Resolution Confirming SEQR Determination”), the Agency (A) concurred in the determination that the City of Cohoes Planning Board (the “Planning Board”) is the “lead agency” with respect to SEQRA and (B) acknowledged receipt of a negative declaration from the Planning Board issued on May 12, 2016 (the “Negative Declaration”), in which the Planning Board determined that the Project would not have a significant adverse environmental impact on the environment, and therefore, that an environmental impact statement need not be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on October 17, 2017 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in making the retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act because the Project is located within a census tract which is considered to be a distressed census tract, or is located in a census tract adjacent to a census tract considered to be a distressed census tract, and therefore is in a “highly distressed area”, as that term is defined in Section 854(18) of the Act, (C) determined, following a review of the Public Hearing Report, that the Project would serve the public purposes of the Act by preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Mayor of the City of Cohoes, as chief executive officer of the City of Cohoes, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

WHEREAS, the Uniform Tax Exemption Policy (the “Policy”) provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the “Pilot Request”) that the Agency deviate from the Policy with respect to Project Facility. The Chairman of the Agency caused a letter dated October 10, 2017 (the “Pilot Deviation Notice Letter”) to be mailed to the chief executive officers of the Affected Tax Jurisdictions, informing said individuals that the Agency would consider a proposed deviation from the Policy with respect to a payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on October 17, 2017 (the “Pilot Deviation Approval Resolution”), the members of the Agency determined to deviate from the Agency’s Policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on October 17, 2017 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of May 1, 2018 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, by certificate dated March 20, 2018 (the “Public Approval”), the Mayor of the City of Cohoes confirmed the proposed action to be taken by the Agency with respect to the Project for the purposed of Section 862(2)(c) of the Act; and

WHEREAS, by further resolution adopted by the members of the Agency on October 17, 2017 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of May 1, 2018 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company for a lease term ending on the earlier to occur of (1) December 31, 2050 or (2) the date on which the Lease Agreement is terminated pursuant to the optional termination provisions thereof; and

WHEREAS, the Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of May 1, 2018 (the “Lease to Agency”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”) for a lease term ending on December 31, 2050; (2) a certain license agreement dated as of May 1, 2018 (the “License to Agency”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the

Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a certain bill of sale dated as of May 1, 2018 (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of May 1, 2018 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of May 1, 2018 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the "Public Benefits"), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Application” means the application submitted by the Company to the Agency in August 2016 with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Basic Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

“Completion Date” means the earlier to occur of (A) August 31, 2019, or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Contract Employee” means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company’s payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company’s payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

“Conveyance Documents” shall have the meaning set forth in the Lease Agreement.

“Equipment” shall have the meaning set forth in the Lease Agreement.

“Facility” shall have the meaning set forth in the Lease Agreement.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

“Full Time Equivalent Employee” means (A) a full-time, permanent, private-sector employee on the Company’s payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two part-time, permanent, private-sector employees on Company’s payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.



“Land” means an approximately 1.25 acre parcel of land currently with an address of 330 Ontario Street and 55 Sargent Street in the City of Cohoes, Albany County, New York.

“Lease Agreement” means the lease agreement dated as of May 1, 2018 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of May 1, 2018 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility, and the Equipment.

“Recapture Events” shall mean the following:

- (1) failure to complete the acquisition, construction, reconstruction, and installation of the Project Facility;
- (2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application;
- (3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;
- (4) relocation of all or substantially all of Company’s operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;
- (5) transfer of jobs equal to at least fifteen percent (15%) of the Company’s Employment Level out of the City of Cohoes, New York;
- (6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;
- (7) sublease of all or part of the Project Facility in violation of the Basic Documents;
- (8) a change in the use of the Project Facility, other than as a residential/commercial facility and other directly and indirectly related uses; or
- (9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 80% of the Total Project Costs as set forth in the Application.

“Recapture Period” means an approximately thirty-two (32) year period ending on December 31, 2050.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Missouri, is duly authorized to do business in the State and has the power to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State of New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions

contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

- |   |                    |
|---|--------------------|
| (1) sales and use tax exemptions:       | \$480,000          |
| (2) a mortgage recording tax exemption: | \$33,500           |
| (3) a real property tax exemption:      | XXXXX <sup>1</sup> |

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (1) the acquisition of an interest or interests in an approximately 1.25 acre parcel of land currently with an address of 330 Ontario Street and 55 Sargent Street in the City of Cohoes, Albany County, New York (collectively, the "Land"), (2) the construction on the Land of an approximately 82,327 square foot building (the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the "Equipment") (the Land, the Facility, and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to constitute a commercial/residential facility containing approximately 69 residential apartments and approximately 8,000 square feet of rentable retail space to be leased by the Company to various commercial and residential tenants and other directly and indirectly related activities.

(2) That the Project will furnish the following benefits to the residents of City of Cohoes, New York (the "Public Benefits"): see Schedule A to the Approving Resolution.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a table describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

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<sup>1</sup> Net positive as the Project site is underdeveloped and no taxes are currently being collected.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Closing Date. To file with the Agency, prior to the Closing Date, an employment plan, based on the employment projections contained in the Application, regarding the number of people expected to be employed at the Project Facility and certain other matters, in substantially the form attached as Exhibit G to the Lease Agreement.

(B) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility and certain other matters as required under Applicable Law, an annual status report (the “Annual Status Report,” in substantially the form attached hereto as Schedule E and attached as Exhibit H to the Lease Agreement).

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “JTPA Entities”): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) Employment Level. (1) To maintain, as described in the Application, the following employment level (the “Employment Level”) during the term of the Uniform Agency Project Agreement, beginning no later than one (1) year after the Completion Date:

<b>Year</b>	<b>Total Employees</b>
2018	Not Applicable
2019 and thereafter	2 FTE and 2 PTE Employees

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Status Report, the Company is required to submit, or cause to be submitted, within sixty (60) days after the end of each calendar year: a form NYS-45 as of the last payroll date in the month of December (the “Quarterly Report,” a copy of which is attached hereto as Schedule A and, together with the Annual Status Report described in Section 3.02(B) above, being collectively referred to as the “Employment Affidavits”) or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be the number reported in the Employment Affidavits delivered by the Company pursuant to Section 3.02(B) and this Section 3.02(E)(2).

(b) In the event that some or all of the Full Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(F) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Uniform Agency Project Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

- (1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.
- (2) The occurrence of an “Event of Default” under any other Basic Document.
- (3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

- (1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or
- (2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency’s right, title and interest in and to the Project Facility (the conveyance of the Agency’s right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or
- (3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the “Project Financial Assistance”), all in accordance with the terms of this Section 4.03. The Company



hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Albany County that the Company would have paid as of the date of determination in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency;

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(3) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

<b>Year</b>	<b>Amount of Recapture</b>
2018	100% of the Project Financial Assistance
2019	100% of the Project Financial Assistance
2020	97% of the Project Financial Assistance
2021	93% of the Project Financial Assistance
2022	90% of the Project Financial Assistance
2023	87% of the Project Financial Assistance
2024	84% of the Project Financial Assistance
2025	81% of the Project Financial Assistance
2026	78% of the Project Financial Assistance
2027	75% of the Project Financial Assistance
2028	72% of the Project Financial Assistance
2029	69% of the Project Financial Assistance
2030	66% of the Project Financial Assistance
2031	63% of the Project Financial Assistance
2032	60% of the Project Financial Assistance
2033	57% of the Project Financial Assistance
2034	54% of the Project Financial Assistance
2035	51% of the Project Financial Assistance
2036	48% of the Project Financial Assistance
2037	45% of the Project Financial Assistance
2038	42% of the Project Financial Assistance
2039	39% of the Project Financial Assistance
2040	36% of the Project Financial Assistance
2041	33% of the Project Financial Assistance

2042	30% of the Project Financial Assistance
2043	27% of the Project Financial Assistance
2044	24% of the Project Financial Assistance
2045	21% of the Project Financial Assistance
2046	17% of the Project Financial Assistance
2047	14% of the Project Financial Assistance
2048	11% of the Project Financial Assistance
2049	8% of the Project Financial Assistance
2050	5% of the Project Financial Assistance

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Policy Respecting Recapture of Project Benefits" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any

amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release, or modification of this Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2050.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mosaic Village Cohoes, LLC  
305 West Commercial Street  
Springfield, Missouri 65803  
Attention: Richard G. Manzardo, President

WITH A COPY TO:

Spencer Fane  
2144 E Republic Road, Suite B300  
Springfield, Missouri 65804  
Attention: S. Shawn Whitney, Esq.

IF TO THE AGENCY:

City of Cohoes Industrial Development Agency  
97 Mohawk Street  
Cohoes, New York 12047  
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207  
Attention: A. Joseph Scott, III, Esq.

IF TO THE LENDER:

KeyBank National Association  
127 Public Square, 3rd Floor  
Cleveland, Ohio 44114  
Attention: Community Development Lending

WITH A COPY TO:

KeyBank National Association  
Key Community Development Lending  
726 Exchange Street, 9th Floor  
Buffalo, New York 14210  
Attention: Joseph G. Eicheldinger, Vice President

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

(D) Copies. The Company agrees to give a copy of any written notice received from the Agency to the Lender within seven (7) days of receipt.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

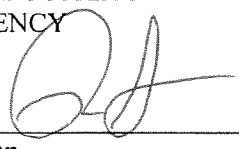
SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.


SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

CITY OF COHOES INDUSTRIAL  
DEVELOPMENT AGENCY

BY:   
\_\_\_\_\_  
(Vice) Chairman

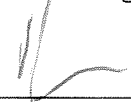
MOSAIC VILLAGE COHOES, LLC  
a Missouri limited liability company  
By: Mosaic Village Cohoes GP, LLC  
a Missouri limited liability company,  
its Managing Member

By:   
\_\_\_\_\_  
Name: Richard Manzardo  
Title: Authorized Representative

SPECIAL PROJECT CERTIFICATION

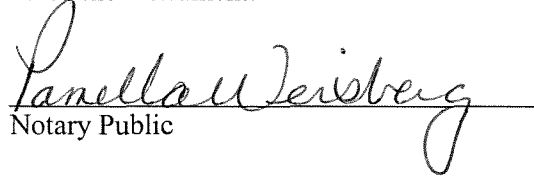
As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

MOSAIC VILLAGE COHOES, LLC  
a Missouri limited liability company  
By: Mosaic Village Cohoes GP, LLC  
a Missouri limited liability company,  
its Managing Member

By:   
\_\_\_\_\_  
Name: Richard Manzardo  
Title: Authorized Representative

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

On the 22nd day of May, in the year 2018, before me, the undersigned, personally appeared RALPH SIGNORACCI, IV, 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

Pamella Weisberg  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01WE4943734  
Commission Expires October 31, 2018



STATE OF MISSOURI        )  
  )ss:  
COUNTY OF GREENE        )

On the 21<sup>st</sup> day of May, in the year 2018, before me, the undersigned, personally appeared RICHARD MANZARDO, 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/she/they 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

SHERI ADAMS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Apr. 12, 2021  
Commission 13770452

SCHEDULE A  
NYS-45  
QUARTERLY REPORT

# NYS-45 (12/15)

## Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return



Reference these numbers in all correspondence:

Mark an X in only one box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

UI Employer registration number

Withholding identification number

Employer legal name:

1     2     3     4    Y Y  
 Jan 1 - Mar 31    Apr 1 - Jun 30    July 1 - Sep 30    Oct 1 - Dec 31    Year

For office use only  
Postmark

Are dependent health insurance benefits available to any employee?    Yes     No

Received date

If seasonal employer, mark an X in the box

**Number of employees**  
Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the 12th day of each month.

a. First month	b. Second month	c. Third month	UI SK	AI	SI	WT SK
----------------	-----------------	----------------	-------	----	----	-------

### Part A - Unemployment insurance (UI) information

- Total remuneration paid this quarter ..... 00
- Remuneration paid this quarter in excess of the UI wage base since January 1 (see instr.) ..... 00
- Wages subject to contribution (subtract line 2 from line 1) ..... 00
- UI contributions due  
Enter your UI rate  %
- Re-employment service fund (multiply line 3 × .00075) .....
- UI previously underpaid with interest .....
- Total of lines 4, 5, and 6 .....
- Enter UI previously overpaid .....
- Total UI amounts due (if line 7 is greater than line 8, enter difference) .....
- Total UI overpaid (if line 8 is greater than line 7, enter difference and mark box 11 below)\* .....
- Apply to outstanding liabilities and/or refund .....

### Part B - Withholding tax (WT) information

- New York State tax withheld .....
- New York City tax withheld .....
- Yonkers tax withheld .....
- Total tax withheld (add lines 12, 13, and 14) .....
- WT credit from previous quarter's return (see instr.) .....
- Form NYS-1 payments made for quarter .....
- Total payments (add lines 16 and 17) .....
- Total WT amount due (if line 15 is greater than line 16, enter difference) .....
- Total WT overpaid (if line 16 is greater than line 15, enter difference here and mark an X in 20a or 20b)\* .....
- Apply to outstanding liabilities and/or refund .....  or **20b.** Credit to next quarter withholding tax .....
- Total payment due (add lines 9 and 19; make one remittance payable to NYS Employment Contributions and Taxes) .....

\* An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other. Complete Parts D and E on back of form, if required.

### Part C - Employee wage and withholding information

Quarterly employee/payee wage reporting information (If more than five employees or if reporting other wages, do not make entries in this section; complete Form NYS-45-ATT. Do not use negative numbers; see instructions.)			Annual wage and withholding totals If this return is for the 4th quarter or the last return you will be filing for the calendar year, complete columns d and e.	
a	b	c	d	e
Social security number	Last name, first name, middle initial	Total UI remuneration paid this quarter	Gross federal wages or distribution (see instructions)	Total NYS, NYC, and Yonkers tax withheld

**Totals** (column c must equal remuneration on line 1; see instructions for exceptions)

**Sign your return:** I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature (see instructions)	Signer's name (please print)	Title
------------------------------	------------------------------	-------

Date	Telephone number
------	------------------

Withholding identification number



**Part D - Form NYS-1 corrections/additions**

Use Part D **only** for corrections/additions for the quarter being reported in Part B of this return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return must reflect these corrections/additions.

	a Original last payroll date reported on Form NYS-1, line A (mmdd)	b Original total withheld reported on Form NYS-1, line 4	c Correct last payroll date (mmdd)	d Correct total withheld
▶	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▶	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▶	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▶	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▶	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
▶	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Part E - Change of business information**

22. This line is not in use for this quarter.

23. If you permanently ceased paying wages, enter the date (mmddy) of the final payroll (see Note below) .....

24. If you sold or transferred all or part of your business:

- Mark an X to indicate whether in whole  or in part
- Enter the date of transfer (mmddy) .....
- Complete the information below about the acquiring entity

Legal name	EIN
Address	

**Note:** For questions about other changes to your withholding tax account, call the Tax Department at (518) 485-6654; for your unemployment insurance account, call the Department of Labor at (518) 485-8589 or 1 888 899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name (or yours, if self-employed)	Address		Firm's EIN	Telephone number ( )
Payroll service's name				Payroll service's EIN	<input type="text"/>

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment.
- Enter your withholding ID number on your remittance.
- Make remittance payable to *NYS Employment Contributions and Taxes*.
- Enter your telephone number in boxes below your signature.
- See *Need help?* on Form NYS-45-I if you need forms or assistance.

Mail to:

NYS EMPLOYMENT  
CONTRIBUTIONS AND TAXES  
PO BOX 4119  
BINGHAMTON NY 13902-4119

NYS-45 (12/15) (back)

## SCHEDULE B

### POLICY RESPECTING UNIFORM CRITERIA FOR THE EVALUATION OF PROJECTS

SECTION 1. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to provide the uniform criteria to be utilized by City of Cohoes Industrial Development Agency (the “Agency”) to evaluate and select projects from each category of eligible projects for which the Agency can provide financial assistance.

(B) The Agency was created pursuant to Section 896-a of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the “Act”) for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of City of Cohoes, New York (the “City”) and the State of New York (the “State”). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity, and economic welfare of the residents of the City and of the State.

(C) Chapter 563 of the Laws of 2015, effective June 15, 2016 (the “Reform Legislation”), requires each industrial development agency to adopt an assessment of all material information included in connection with an application for financial assistance, as necessary to afford a reasonable basis for the decision by an industrial development agency to provide financial assistance for a project.

SECTION 2. ELIGIBLE PROJECT CATEGORIES. The Agency may provide financial assistance to any “project,” as defined in Section 854 of the Act.

SECTION 3. UNIFORM CRITERIA. (A) The following general uniform criteria will apply to all categories of eligible projects: (1) Extent to which a project will create or retain jobs; (2) Estimated value of tax exemptions; (3) Amount of private sector investment; (4) Likelihood of project being accomplished in a timely fashion; (5) Extent of new revenue provided to local taxing jurisdictions; (6) Any additional public benefits; and (7) Local labor construction jobs.

(B) The following additional criteria may apply to warehousing and research projects: (1) wage rates (above median for City); (2) in City purchases (% of purchases from local vendors); (3) supports local businesses or clusters; (4) retention or flight risk; and (5) provides capacity to meet City demand or shortage.

(C) The following additional criteria may apply to commercial projects: (1) regional wealth creation (% of sales/customers outside of the City); (2) located in a highly distressed census tract; (3) alignment with local planning and development efforts; (4) promotes walkable community areas; (5) elimination or reduction in blight; (6) proximity/support of regional tourism attractions/facilities; (7) local or City official support; (8) building or site has historic designation; and (9) provides brownfield remediation.

SECTION 4: REMOVAL OR ABANDONMENT. If the proposed project involves the removal or abandonment of a facility or plant within the state, the Agency will notify the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located.

SECTION 5. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

CLOSING ITEM NO.: A-7

---

CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY

AND

MOSAIC VILLAGE COHOES, LLC

---

PAYMENT IN LIEU OF TAX AGREEMENT

---

DATED AS OF MAY 1, 2018

---

RELATING TO THE PREMISES LOCATED AT 330 ONTARIO STREET  
AND 55 SARGENT STREET IN THE CITY OF COHOES, ALBANY  
COUNTY, NEW YORK.

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083413.00002 Business 16469368v6

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(This Table of Contents is not part of the Payment in Lieu of Tax Agreement and is for convenience of reference only.)

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of May 1, 2018 (the "Payment in Lieu of Tax Agreement") by and between CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 97 Mohawk Street, Albany, New York (the "Agency"), and MOSAIC VILLAGE COHOES, LLC, a limited liability company organized and existing under the laws of the State of Missouri having an office for the transaction of business located at 305 West Commercial Street, Springfield, Missouri (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 313 of the Laws of 1972 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in August, 2016, Vecino Group New York, LLC (the "Applicant"), presented an application (the "Application") on behalf of Mosaic Village Cohoes, LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Missouri, to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest or interests in an approximately 1.25 acre parcel of land currently with an address of 330 Ontario Street and 55 Sargent Street in the City of Cohoes, Albany County, New York (collectively, the "Land"), (2) the construction on the Land of an approximately 82,327 square foot building (the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the "Equipment") (the Land, the Facility, and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to constitute a commercial/residential facility containing approximately 68 residential apartments and approximately 7,421 square feet of rentable retail space to be leased by the Company to various commercial and residential tenants and other directly and indirectly related activities;

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(B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on September 27, 2016 (the “Public Hearing Resolution”), the Chairman of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be mailed on July 27, 2017 to the chief executive officers of the county and of each city, town, village and school district in which the Project is to be located, (B) caused notice of the Public Hearing to be posted on July 27, 2017 on a bulletin board located in the lobby of Cohoes City Hall located at 97 Mohawk Street in the City of Cohoes, Albany County, New York, as well as on the Agency’s website, (C) caused notice of the Public Hearing to be published on July 31, 2017 in the Times Union, a newspaper of general circulation available to the residents of the City of Cohoes, Albany County, New York, (D) conducted the Public Hearing on August 11, 2017, at 12:00 p.m., local time in the Common Council Chambers of Cohoes City Hall located at 97 Mohawk Street in the City of Cohoes, Albany County, New York, and (E) prepared a report of the Public Hearing (the “Report”) which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on October 17, 2017 (the “Resolution Confirming SEQR Determination”), the Agency (A) concurred in the determination that the City of Cohoes Planning Board (the “Planning Board”) is the “lead agency” with respect to SEQRA and (B) acknowledged receipt of a negative declaration from the Planning Board issued on May 12, 2016 (the “Negative Declaration”), in which the Planning Board determined that the Project would not have a significant adverse environmental impact on the environment, and therefore, that an environmental impact statement need not be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on October 17, 2017 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in making the retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act because the Project is located within a census tract which is considered to be a distressed census tract, or is located in a census tract adjacent to a census tract considered to be a distressed census tract, and therefore is in a “highly distressed area”, as that term is defined in Section 854(18) of the Act, (C) determined, following a review of the Public Hearing Report, that the Project would serve the public purposes of the Act by preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Mayor of the City of Cohoes, as chief executive officer of the City of Cohoes, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

WHEREAS, the Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the "Pilot Request") that the Agency deviate from the Policy with respect to Project Facility. The Chairman of the Agency caused a letter dated October 10, 2017 (the "Pilot Deviation Notice Letter") to be mailed to the chief executive officers of the Affected Tax Jurisdictions, informing said individuals that the Agency would consider a proposed deviation from the Policy with respect to a payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on October 17, 2017 (the "Pilot Deviation Approval Resolution"), the members of the Agency determined to deviate from the Agency's Policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on October 17, 2017 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of May 1, 2018 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, by certificate dated March 20, 2018 (the "Public Approval"), the Mayor of the City of Cohoes confirmed the proposed action to be taken by the Agency with respect to the Project for the purposed of Section 862(2)(c) of the Act; and

WHEREAS, by further resolution adopted by the members of the Agency on October 17, 2017 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of May 1, 2018 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company for a lease term ending on the earlier to occur of (1) December 31, 2050 or (2) the date on which the Lease Agreement is terminated pursuant to the optional termination provisions thereof; and

WHEREAS, the Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of May 1, 2018 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises") for a lease term ending on December 31, 2050; (2) a certain license agreement dated as of May 1, 2018 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the

Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a certain bill of sale dated as of May 1, 2018 (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of May 1, 2018 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of May 1, 2018 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Missouri, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its Articles of Organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and

performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

## ARTICLE II

### COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility, and for so long thereafter as the Agency shall own the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.



(B) Valuation of the Project Facility. (1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Assessed Value of the Improvements, or of a change in such Assessed Value of the Land or the Improvements, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Assessed Value of the Project Facility for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Assessed Value has been properly established by the Assessor. It is understood that the arbitrators are empowered to confirm the Assessed Value or to determine a higher or a lower Assessed Value. Any payments in lieu of taxes due upon the Project Facility may not be withheld by the Company pending determination of the Assessed Value by the arbitrators.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) For the years 2019 to and including 2050, the payments in lieu of taxes payable by the Company to each Taxing Entity shall be equal as follows:

Year	Total Payment	County PILOT Payment (12.32%)	City PILOT Payment (29.43%)	School District PILOT Payment (58.25%)
2019	\$ 5,000.00	\$ 616.00	\$ 1,471.50	\$ 2,912.50
2020	\$ 5,000.00	\$ 616.00	\$ 1,471.50	\$ 2,912.50
2021	\$32,000.00	\$3,942.40	\$ 9,417.60	\$18,640.00
2022	\$32,960.00	\$4,060.67	\$ 9,700.13	\$19,199.20
2023	\$33,948.80	\$4,182.49	\$ 9,991.13	\$19,775.18
2024	\$34,967.26	\$4,307.97	\$10,290.87	\$20,368.43
2025	\$36,016.28	\$4,437.21	\$10,599.59	\$20,979.48

2026	\$37,096.77	\$4,570.32	\$10,917.58	\$21,608.87
2027	\$38,209.67	\$4,707.43	\$11,245.11	\$22,257.13
2028	\$39,355.96	\$4,848.65	\$11,582.46	\$22,924.85
2029	\$40,536.64	\$4,994.11	\$11,929.93	\$23,612.59
2030	\$41,752.74	\$5,143.94	\$12,287.83	\$24,320.97
2031	\$43,005.32	\$5,298.26	\$12,656.47	\$25,050.60
2032	\$44,295.48	\$5,457.20	\$13,036.16	\$25,802.12
2033	\$45,624.35	\$5,620.92	\$13,427.25	\$26,576.18
2034	\$46,993.08	\$5,789.55	\$13,830.06	\$27,373.47
2035	\$48,402.87	\$5,963.23	\$14,244.96	\$28,194.67
2036	\$49,854.96	\$6,142.13	\$14,672.31	\$29,040.51
2037	\$51,350.61	\$6,326.39	\$15,112.48	\$29,911.73
2038	\$52,891.12	\$6,516.19	\$15,565.86	\$30,809.08
2039	\$54,477.86	\$6,711.67	\$16,032.83	\$31,733.35
2040	\$56,112.19	\$6,913.02	\$16,513.82	\$32,685.35
2041	\$57,795.56	\$7,120.41	\$17,009.23	\$33,665.91
2042	\$59,529.43	\$7,334.03	\$17,519.51	\$34,675.89
2043	\$61,315.31	\$7,554.05	\$18,045.10	\$35,716.17
2044	\$63,154.77	\$7,780.67	\$18,586.45	\$36,787.65
2045	\$65,049.41	\$8,014.09	\$19,144.04	\$37,891.28
2046	\$67,000.89	\$8,254.51	\$19,718.36	\$39,028.02
2047	\$69,010.92	\$8,502.15	\$20,309.91	\$40,198.86
2048	\$71,081.25	\$8,757.21	\$20,919.21	\$41,404.83
2049	\$73,213.69	\$9,019.93	\$21,546.79	\$42,646.97
2050	\$75,410.10	\$9,290.52	\$22,193.19	100% of Normal Tax

(2) Beginning with the School District payment due on September 1, 2050 and thereafter, the payments in lieu of taxes payable by the Company to each Taxing Entity shall be equal as follows:

(a) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if the Project Facility was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Project Facility determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Project Facility if the Project Facility was owned by the Company and not the Agency.

(b) The amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Project Facility for such tax year.

(3) (a) On January 1, 2025 and January 1, 2033, the Company will deliver to the Agency a written certificate evidencing that the Company is in compliance with the terms and conditions of the LIHC and SLIHC Regulatory Agreements.

(b) Any failure by the Company to satisfy the provisions of Section 2.02(C)(3)(a) hereof will result in the following:

(i) a modification in the abatement schedule for the balance of the term of the Proposed Pilot Agreement to provide for increased payments in lieu of taxes, and

(ii) a modification in the expiration date of the Payment in Lieu of Tax Agreement to provide for a reduced term of the Payment in Lieu of Tax Agreement as follows:

(I) in the case of a failure under Section 2.02(C)(3)(a) relating to the January 1, 2025 delivery date, the new termination date of this Payment in Lieu of Tax Agreement will be December 31, 2030, and

(II) in the case of a failure under Section 2.02(C)(3)(a) relating to the January 1, 2033 delivery date, the new termination date of this Payment in Lieu of Tax Agreement will be December 31, 2038.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Additional Assessed Value of the Additional Facilities for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Additional Assessed Value of the Additional Facilities has been properly established by the Assessor. It is understood that the arbitrators are empowered to confirm the Additional Assessed Value or to determine a higher or lower Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value by the arbitrators.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement.

It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III  
LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or City of Cohoes, New York, and neither the State of New York nor City of Cohoes, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

## ARTICLE IV

### EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.



## ARTICLE V

### MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by Section 2.02(C)(3) hereof or, by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31, 2050 or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mosaic Village Cohoes, LLC  
305 West Commercial Street  
Springfield, Missouri  
Attention: Richard G. Manzardo, President

WITH A COPY TO:

Spencer Fane  
2144 E Republic Road, Suite B300  
Springfield, Missouri 65804  
Attention: S. Shawn Whitney, Esq.

IF TO THE AGENCY:

City of Cohoes Industrial Development Agency  
97 Mohawk Street  
Cohoes, New York 12047  
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207  
Attention: A. Joseph Scott, III, Esq.

IF TO THE LENDER:

KeyBank National Association  
127 Public Square, 3rd Floor  
Cleveland, Ohio 44114  
Attention: Community Development Lending

WITH A COPY TO:

KeyBank National Association  
Key Community Development Lending  
726 Exchange Street, 9th Floor  
Buffalo, New York 14210  
Attention: Joseph G. Eicheldinger, Vice President

(D) Copies. (1) A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(2) The Company agrees to give a copy of any written notice received from the Agency to the Lender within seven (7) days of receipt.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

CITY OF COHOES INDUSTRIAL DEVELOPMENT  
AGENCY

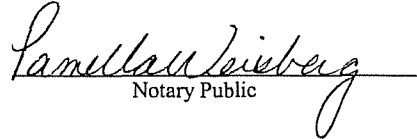
BY:   
\_\_\_\_\_  
(Vice) Chairman

MOSAIC VILLAGE COHOES, LLC  
a Missouri limited liability company  
By: Mosaic Village Cohoes GP, LLC  
a Missouri limited liability company,  
its Managing Member

By:   
\_\_\_\_\_  
Name: Richard Manzardo  
Title: Authorized Representative

STATE OF NEW YORK     )  
  )ss:  
COUNTY OF ALBANY     )

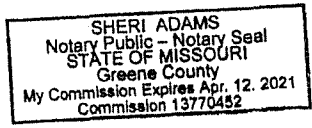
On the 22nd day of May, in the year 2018, before me, the undersigned, personally appeared RALPH SIGNORACCI, IV, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the 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

Pamella Weisberg  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01WE4943734  
Commission Expires October 31, 2018

STATE OF MISSOURI        )  
  )ss:  
COUNTY OF GREENE        )

On the 21<sup>st</sup> day of May, in the year 2018, before me, the undersigned, personally appeared RICHARD MANZARDO, 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.



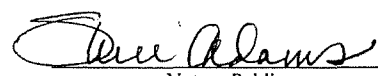
  
\_\_\_\_\_  
Notary Public

EXHIBIT A

**DESCRIPTION OF THE LEASED LAND**

A leasehold interest created by a certain lease to agency dated as of April 1, 2018 (the "Lease to Agency") between Mosaic Village of Cohoes, LLC (the "Company"), as landlord, and the City of Cohoes Industrial Development Agency Industrial Development Agency (the "Agency"), as tenant, in an approximately 1.25 acres parcel of land (the "Leased Land") located at 330 Ontario Street and 55 Sargent Street in the City of Cohoes, Albany County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land and all such improvements being sometimes collectively referred to as the "Leased Premises"):

All that certain lot, piece or parcel of land situate, lying and being in the City of Cohoes, County of Albany and State of New York being further bounded and described as follows:

BEGINNING at the point of intersection formed by the Westerly line of Sargent Street with the Southerly line of Ontario Street, said point of beginning also being the Northeast corner of lands N/F of The Cohoes Local Development Corporation (R2016-13659); thence proceeding in a Southerly direction along the aforesaid West line of Sargent Street the following three (3) courses and distances: S-07°-42'-50"-E 305.10', S-86°-10'-30"-E 8.78' to a point and S-09°-29'-30"-E 156.60' to a point, thence in a Westerly and Southerly direction along the lands N/F of Kevin R. Jesmain (2303-973), S-81°-04'-00"-W 25.00' and S-09°-29'-30"-E 3.00' to a point, thence in a Westerly and Southerly direction along the lands N/F of Ruben D. DeLarosa (2983-853), S-81°-04'-00"-W 25.00' and S-09°-29'-30"-E 2.00' to a point, thence in a Westerly direction along the lands N/F of David P. Rodger (3129-374) and further along lands N/F of Aver Real Estate, LLC (3046-1030), lands N/F of Errol Franklin (2817-952) and lands N/F of PMC 2013, LLC (3097-737), S-81°-04'-00"-W 88.32' to a point, thence in a Northerly and Westerly direction along the lands N/F of 71 White Street, LLC (3083-1133), N-09°-15'-00"-W 12.67' and S-80°-34'-30"-W 19.83' to a point, thence in a Northerly direction along the aforesaid Easterly line of Ontario Street (Former Erie Canal) the following five (5) courses and distances: N-07°-19'-00"-E 20.08', N-02°-58'-00"-W 97.60', N-06°-48'-00"-E 66.18', N-01°-48'-00"-W 239.92' and N-25°-14'-00"-E 47.53' to a point, thence in an Easterly direction along the aforesaid Southerly line of Ontario Street, N-82°-17'-10"-E 64.39' to a point, said point being the point of beginning.

BEING a parcel of land irregular in shape and containing in all 54,376±Square Feet or 1.2483±Acres.

A-1

083413.00002 Business 16469368v6

C-26

083413.00002 Business 16484242v6

SCHEDULE D  
COPY OF APPLICATION





**THE VECINO GROUP**  
Working for the greater good.

## Cohoes Industrial Development Agency

### Table of Contents:

- Application
- Exhibit A – Survey and Plans
- Exhibit B – Property Contract
- Exhibit C – Variance Approvals
- Exhibit D - Employment Impact

305 W. Genesee Street, Syracuse, NY 13202  
417-720-1577 | [www.vecinogroup.com](http://www.vecinogroup.com)

**CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION**

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IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the City of Cohoes Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.  
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TO: CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY  
97 Mohawk Street  
Cohoes, New York 12047  
Attention: Executive Director

This application by applicant respectfully states:

APPLICANT: Vecino Group New York, LLC \_\_\_\_\_

APPLICANT'S STREET ADDRESS: 305 W Commercial \_\_\_\_\_

CITY: Springfield STATE: MO ZIP CODE: 65803 \_\_\_\_\_

PHONE NO.: (417)720-1577 FAX NO.: N/A E-MAIL: rick@vecinogroup.com \_\_\_\_\_

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION: Rick Manzardo and Kim Buche

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF FIRM: Spencer Fane \_\_\_\_\_

NAME OF ATTORNEY: Shawn Whitney \_\_\_\_\_

ATTORNEY'S STREET ADDRESS: 2144 E Republic Road, Suite B300 \_\_\_\_\_

CITY: Springfield STATE: MO ZIP CODE: 65804 \_\_\_\_\_

PHONE NO.: (417)888-1015 FAX NO.: N/A E-MAIL: swhitney@spencerfane.com \_\_\_\_\_

-----  
NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 HEREOF BEFORE FILLING OUT THIS FORM.  
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### INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of Seven Hundred and Fifty Dollars (\$750.00) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**

10. The Agency has established a project fee for each project in which the Agency participates. UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.

FOR AGENCY USE ONLY

1. Project Number	
2. Date application Received by Agency	, 20__
3. Date application referred to attorney for review	, 20__
4. Date copy of application mailed to members	, 20__
5. Date notice of Agency meeting on application posted	, 20__
6. Date notice of Agency meeting on application mailed	, 20__
7. Date of Agency meeting on application	, 20__
8. Date Agency conditionally approved application	, 20__
9. Date scheduled for public hearing	, 20__
10. Date Environmental Assessment Form ("EAF") received	, 20__
11. Date Agency completed environmental review	, 20__
12. Date of final approval of application	, 20__

AGENCY FEE SCHEDULE INFORMATION

1. APPLICATION FEE: \$ 750.00 (Non-refundable)

2. AGENCY FEE:

(a) Bond Transactions: 1% of bond amount

(b) Sale Leaseback Transactions: 1% of Total Project Cost

3. AGENCY SPECIAL COUNSEL AND BOND COUNSEL FEE:

In connection with the Project there will be fees of the Agency's Special Counsel/Bond Counsel. The amount of such fees is based on, among other things, the structure and size of the financing. An estimate of such fees will be provided shortly after the applicant delivers the Application to the Agency.

SUMMARY OF PROJECT

Applicant: Vecino Group New York, LLC

Contact Person: Rick Manzardo

Phone Number: (417)720-1577

Occupant: Vecino Group New York, LLC

Project Location: 330 Ontario Street and 55 Sargent Street, Cohoes, NY

Approximate Size of Project Site: 1.25 acres

Description of Project: Mixed income, mixed use development including 69 apartments with a set aside of units devoted to those on the Autism Spectrum, and approximately 5,500 sf of commercial space.

Type of Project:  Manufacturing  Warehouse/Distribution  
 Commercial  Not-For-Profit  
 Other-Specify – Residential with commercial space

Employment Impact: Existing Jobs - 0  
New Jobs – 60 Construction and 5 Permanent

Project Cost: \$ 16,000,000 \_\_\_\_\_

Type of Financing:  Tax-Exempt  Taxable  Straight Lease

Amount of Bonds Requested: \$ N/A \_\_\_\_\_

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax: \$ 480,000 \_\_\_\_\_  
Mortgage Recording Taxes: \$ 33,500 \_\_\_\_\_  
Real Property Tax Exemptions: \$ TBD \_\_\_\_\_  
Other (please specify): \$ \_\_\_\_\_

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status: 0 \_\_\_\_\_  
Estimate of Jobs to be Created: 60 construction, 5 permanent

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Estimate of Jobs to be Retained:	<u>5</u>
Average Estimated Annual Salary of Jobs to be Created:	<u>\$50,000</u>
Annualized Salary Range of Jobs to be Created:	<u>\$35,000 - \$60,000</u>
Estimated Average Annual Salary of Jobs to be Retained:	<u>\$50,000</u>

I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").

A. Identity of Company:

1. Company Name: Vecino Group New York, LLC

Present Address: 305 W Commercial Springfield MO

Zip Code: 65803

Employer's ID No.: 46-3101937

2. If the Company differs from the Applicant, give details of relationship:

Same

3. Indicate type of business organization of Company:

a.  Corporation (If so, incorporated in what country?

What State? \_\_\_\_\_ Date Incorporated? \_\_\_\_\_ Type of Corporation? \_\_\_\_\_ Authorized to do business in New York? Yes ; No .

b.  Partnership (if so, indicate type of partnership \_\_\_\_\_, Number of general partners \_\_\_\_\_, Number of limited partners \_\_\_\_\_).

c.  Limited liability company, Date created? 2013 \_\_\_\_\_.

d.  Sole proprietorship

4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship: N/A

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person):

NAME (First, Middle, Last) HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
James Matthew Miller 1308 S Pickwick Springfield MO 65803	CEO	Vecino Group, Vecino Bond Group and Vecino Design Build
Richard Gerard Manzardo 4559 E Creeksbend Lane Springfield MO 65809	President	Vecino Bond Group and Vecino Design Build
Kim Buche 111 Hidden Valley Drive Strafford MO 65757	CFO	Vecino Group and Vecino Group New York

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes \_\_\_; No X.

3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes \_\_\_; No X.

4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes \_\_\_; No X. (If yes to any of the foregoing, furnish details in a separate attachment).

5. If the answer to any of questions 2 through 4 is yes, please, furnish details in a separate attachment.

C. Principal Owners of Company:

1. Principal owners of Company: Is Company publicly held? Yes \_\_\_; No X. If yes, list exchanges where stock traded:

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING



James Matthew Miller	1308 S Pickwick Springfield MO 65803	45%
Richard Gerard Manzardo	4559 E Creeksbend Lane Springfield MO 65809	40%
Kim Buche	111 Hidden Valley Drive Strafford MO 65757	15%

D. Company's Principal Bank(s) of account:

Great Southern, Metropolitan National Bank and JP Morgan Chase

## II. DATA REGARDING PROPOSED PROJECT

A. Summary: (Please provide a brief narrative description of the Project.)

Mosaic Village will be a mixed income, mixed use development consisting of 69 residential units and 8,500 sf of commercial space. This new construction project will be an urban infill project situated in the downtown core of Cohoes. At this time, all planning and zoning has been approved, this project is permit ready. Mosaic Village will provide a set aside of units for those on the Autism Spectrum. To date, talks have been had with HFA/HCR on tax credit allocation and OPWDD on possible financial involvement.

B. Location of Proposed Project:

1. Street Address - 330 Ontario and 55 Sargent Street
2. City of Cohoes
3. Town of N/A
4. Village of N/A
5. County of Albany

C. Project Site:

1. Approximate size (in acres or square feet) of Project site: 1.25 acres  
Is a map, survey or sketch of the project site attached? Yes ; No . Exhibit A
2. Are there existing buildings on project site? Yes ; No .
  - a. If yes, indicate number and approximate size (in square feet) of each existing building:

- b. Are existing buildings in operation? Yes ; No .  
If yes, describe present use of present buildings:

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c. Are existing buildings abandoned? Yes \_\_\_\_; No \_\_\_\_ About to be abandoned? Yes \_\_\_\_; No \_\_\_\_ If yes, describe:

d. Attach photograph of present buildings.

3. Utilities serving project site:  
 Water-Municipal: City of Cohoes  
     Other (describe)  
 Sewer-Municipal: City of Cohoes  
     Other (describe)  
 Electric-Utility: National Grid  
     Other (describe)  
 Heat-Utility: National Grid  
     Other (describe)
4. Present legal owner of project site:
  - a. If the Company owns project site, indicate date of purchase: \_\_\_\_\_, 20\_\_\_\_; Purchase price: \$\_\_\_\_\_.
  - b. If Company does not own the Project site, does Company have option signed with owner to purchase the Project site? Yes   x  ; No \_\_\_\_\_. If yes, indicate date option signed with owner: June 9, 2016; and the date the option expires: December 31, 2017. Exhibit B
  - c. If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? Yes \_\_\_\_; No   x  . If yes, describe:
5.
  - a. Zoning District in which the project site is located:  
Mixed Use - 1
  - b. Are there any variances or special permits affecting the site? Yes   X  ; No \_\_\_\_\_. If yes, list below and attach copies of all such variances or special permits: Variances concerning density, building height and parking. Exhibit C

D. Buildings:

1. Does part of the project consist of a new building or buildings? Yes   X  ; No \_\_\_\_\_. If yes, indicate number and size of new buildings: 1 Building of 82,327 sf
2. Does part of the project consist of additions and/or renovations to the existing buildings? Yes \_\_\_\_; No   X  . If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:
3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed or expanded:  
Principal use will be residential, commercial to a lesser extent

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes X; No \_\_\_\_.  
If yes, describe the Equipment: Elevator, HVAC, Surveillance and Access Control and FF&E
  
2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes \_\_\_\_; No X\_\_. If yes, please provide detail:
  
3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:  
  
Features within mixed use development for tenant and customer safety and convenience.

F. Project Use:

1. What are the principal products to be produced at the Project?  
  
Residential units and commercial space
  
2. What are the principal activities to be conducted at the Project?  
  
Residential units and commercial space
  
3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes \_\_\_\_; No X\_\_. If yes, please provide detail:
  
4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? \_\_\_\_%
  
5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

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- a. Will the Project be operated by a not-for-profit corporation? Yes \_\_\_; No \_\_\_. If yes, please explain:
  
- b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes \_\_\_; No \_\_\_. If yes, please explain:
  
- c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes \_\_\_; No \_\_\_. If yes, please explain:
  
- d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes \_\_\_; No \_\_\_. If yes, please provide detail:
  
- e. Will the Project be located in one of the following: (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes\_ X \_\_\_; No \_\_\_. If yes, please explain:  
Census tract 129.0 has a poverty rate in excess of 20%.

6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes X No \_\_\_. If yes, please explain:

New jobs will be added by construction of project during the initial phase. Upon completion property management, maintenance and support services staffing jobs will be added. The commercial spaces may also provide added jobs possibilities to the market.

7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one

area of the State of New York to another area of the State of New York? Yes \_\_\_; No X. If yes, please explain:

8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes \_\_\_; No X. If yes, please provide detail:

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project:

a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes \_\_\_; No \_\_\_. If yes, please provide detail:

b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes \_\_\_; No \_\_\_. If yes, please provide detail:

10. Will the Project be owned by a not-for-profit corporation? Yes \_\_\_; No X. If yes, please provide detail:

11. Will the Project be sold or leased to a municipality? Yes \_\_\_; No X. If yes, please provide detail:

**G. Other Involved Agencies:**

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.  
Cohoes ZBA, Cohoes Planning Board, Cohoes Historic Review Board, Cohoes IDA and NYS HCR/NYS HFA.

2. Describe the nature of the involvement of the federal, state or local agencies described above:

Project has completed all local reviews and is permit ready. Final hurdles remaining are incentive package from IDA and tax credit approvals by NYS HCR or NYS HFA.

H. Construction Status:

1. Has construction work on this project begun? Yes \_\_\_; No X. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.:

2. Please indicate amount of funds expended on this Project by the Company in the past three (3) years and the purposes of such expenditures:

\$5,000 earnest money towards purchase and \$6,000 survey work

3. Please indicate the date the applicant estimates the Project will be completed:  
05-2018

I. Method of Construction After Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes X; No \_\_\_.

2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes \_\_\_; No X.

III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes X; No \_\_\_. If yes, please complete the following for each existing or proposed tenant or subtenant:

1. Sublessee name: TBD  
Present Address:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer's ID No.:  
Sublessee is: \_\_\_ Corporation: \_\_\_ Partnership: \_\_\_ Sole Proprietorship  
Relationship to Company:  
Percentage of Project to be leased or subleased:  
Use of Project intended by Sublessee:  
Date of lease or sublease to Sublessee:  
Term of lease or sublease to Sublessee:  
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project?  
Yes \_\_\_; No \_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

2. Sublessee name: TBD  
Present Address:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Employer's ID No.:  
Sublessee is:  
\_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Sole Proprietorship  
Relationship to Company:  
Percentage of Project to be leased or subleased:  
Use of Project intended by Sublessee:  
Date of lease or sublease to Sublessee:  
Term of lease or sublease to Sublessee: \_\_\_\_\_  
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project?  
Yes \_\_\_; No \_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

3. Sublessee name: TBD  
Present Address:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Employer's ID No.:  
Sublessee is: \_\_\_ Corporation: \_\_\_ Partnership: \_\_\_ Sole Proprietorship  
Relationship to Company:  
Percentage of Project to be leased or subleased:  
Use of Project intended by Sublessee:  
Date of lease or sublease to Sublessee:  
Term of lease or sublease to Sublessee:  
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project?  
Yes \_\_\_; No \_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease? 0%



IV. EMPLOYMENT IMPACT

- A. Indicate the number of people presently employed at the Project site and the **additional** number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

<b>TYPE OF EMPLOYMENT Employees of Applicant</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	0	0	0	0	0
Present Part Time	0	0	0	0	0
Present Seasonal	0	0	0	0	0
First Year Full Time	1	1	0	0	2
First Year Part Time	1	1	0	0	2
First Year Seasonal	0	0	0	0	0
Second Year Full Time	1	1	0	0	2
Second Year Part Time	1	1	0	0	2
Second Year Seasonal	0	0	0	0	0

<b>TYPE OF EMPLOYMENT Independent Contractors</b>					
	<b>Professional or Managerial</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Totals</b>
Present Full Time	0	0	0	0	0
Present Part Time	0	0	0	0	0
Present Seasonal	0	0	0	0	0
First Year Full Time	1	0	0	0	1
First Year Part Time	1	0	0	0	1
First Year Seasonal	1	0	0	0	1
Second Year Full Time	1	0	0	0	1
Second Year Part Time	1	0	0	0	1
Second Year Seasonal	1	0	0	0	1

<b>TYPE OF EMPLOYMENT Employees of Independent Contractors</b>					
	<b>Professional or Managerial</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Totals</b>
Present Full Time	0	0	0	0	0
Present Part Time	0	0	0	0	0
Present Seasonal	0	0	0	0	0

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First Year Full Time	0	0	0	0	0
First Year Part Time	0	0	0	0	0
First Year Seasonal	0	0	0	0	0
Second Year Full Time	0	0	0	0	0
Second Year Part Time	0	0	0	0	0
Second Year Seasonal	0	0	0	0	0

B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Capital Region Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

<b>RELATED EMPLOYMENT INFORMATION</b>				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	\$62,000	\$54,000	N/A	N/A
Estimated Number of Employees Residing in the Capital Region Economic Development Region <sup>1</sup>	5	2	N/A	N/A

C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

Anticipating commencement of project construction will occur March 2017 and last till April 2018. During this time an estimated 40 full time construction jobs will be created. Starting February or 2018, staff up will occur on site with 3 new jobs immediately, with another 4 new job hires over the next 4 months.

<sup>1</sup> The Capital Region Economic Development Region consists of the following counties: Albany, Schenectady, Rensselaer, Greene, Columbia, Saratoga, Warren, and Washington.

- D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.

Please see exhibit D

V. PROJECT COST AND FINANCING SOURCES

- A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	\$ 190,000
Buildings	\$ 11,000,000
Machinery and equipment costs	\$ 300,000
Utilities, roads and appurtenant costs	\$ 100,000
Architects and engineering fees	\$ 750,000
Costs of financing	\$ 650,000
Construction loan fees and interest (if applicable)	\$ 940,000
Other (specify)	
Marketing	\$ 70,000
Professional Fees	\$ 1,600,000
Soft Costs	\$ 400,000
<b>TOTAL PROJECT COSTS</b>	<b>\$ 16,000,000</b>

- B. Anticipated Project Financing Sources. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ 3,350,000
Public Sector	
Federal Programs	\$ 800,000
State Programs	\$ _____
Local Programs	\$ _____
Applicant Equity	\$ 350,000
Other (specify, e.g., tax credits)	
Federal Low Income Housing Tax Credits	\$ 6,800,000
State Low Income Housing Tax Credits	\$ 4,700,000
_____	\$ _____
<b>TOTAL AMOUNT OF PROJECT FINANCING SOURCES</b>	<b>\$ 16,000,000</b>

- C. Have any of the above expenditures already been made by the applicant?  
Yes X; No \_\_\_\_\_. If yes, indicate particulars.  
\$5,000 towards property purchase and \$6,000 in soft costs towards surveys  
\_\_\_\_\_  
\_\_\_\_\_
- D. Amount of loan requested: \$ N/A \_\_\_\_\_;  
Maturity requested: N/A years.
- E. Has a commitment for financing been received as of this application date, and if so, from whom?  
Yes \_\_\_\_; No X. Institution Name: \_\_\_\_\_  
Provide name and telephone number of the person we may contact.  
Name: N/A \_\_\_\_\_ Phone: \_\_\_\_\_
- F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: 76%

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G. The total amount estimated to be borrowed to finance the Project is equal to the following:  
\$ 3,350,000

VI. BENEFITS EXPECTED FROM THE AGENCY

A. Financing

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes \_\_\_; No X\_. If yes, indicate:
  - a. Amount of loan requested: N/A Dollars;
  - b. Maturity requested: N/A Years.
2. If the answer to question 1 is yes, is the interest on such bonds intended to be exempt from federal income taxation? Yes \_\_\_; No \_\_\_.
3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:
  - a. retail food and beverage services: Yes \_\_\_; No \_\_\_
  - b. automobile sales or service: Yes \_\_\_; No \_\_\_
  - c. recreation or entertainment: Yes \_\_\_; No \_\_\_
  - d. golf course: Yes \_\_\_; No \_\_\_
  - e. country club: Yes \_\_\_; No \_\_\_
  - f. massage parlor: Yes \_\_\_; No \_\_\_
  - g. tennis club: Yes \_\_\_; No \_\_\_
  - h. skating facility (including roller skating, skateboard and ice skating): Yes \_\_\_; No \_\_\_
  - i. racquet sports facility (including handball and racquetball court): Yes \_\_\_; No \_\_\_
  - j. hot tub facility: Yes \_\_\_; No \_\_\_
  - k. suntan facility: Yes \_\_\_; No \_\_\_
  - l. racetrack: Yes \_\_\_; No \_\_\_
4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.

B. Tax Benefits

1. Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes X\_; No \_\_\_\_. If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes \_\_\_; No X\_.
2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes X\_; No \_\_\_\_. If yes, what is the approximate amount of financing to be secured by mortgages? \$ 3,350,000\_\_\_\_\_.
3. Is the applicant expecting to be appointed agent of the Agency for purposes of avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes X\_; No \_\_\_.

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If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? \$ 6,000,000

4. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of the exemption.

- a. N.Y.S. Sales and Compensating Use Taxes: \$ 480,000
- b. Mortgage Recording Taxes: \$ 33,500
- c. Real Property Tax Exemptions: \$ TBD
- d. Other (please specify):  
\_\_\_\_\_  
\_\_\_\_\_

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax Exemption Policy? Yes ; No .  
If yes, please explain.  
A longer PILOT is requested to satisfy HFA/HCR need to have PILOT coterminous with 30-year project loan.

C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VII. REPRESENTATIONS BY THE APPLICANT. The applicant understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8)

of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the “NYS-45”), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the “Public Benefits”) and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons: \_\_Project must have financial assistance of Agency to proceed.

H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of



Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

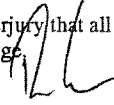
I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Documents and Reports which can be accessed at the Agency's website.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.



\_\_\_\_\_  
Applicant

By:     Rick Manzardo    

Title:     President, Vecino Group New York, LLC    

-----  
NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 26 THROUGH 29 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 30.  
-----

VERIFICATION

(If Applicant is a Corporation)

STATE OF \_\_\_\_\_ )  
  ) SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ deposes and says that he is the  
(Name of chief executive of applicant)

\_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Company Name)

the corporation named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. Deponent further says that the reason this verification is made by the deponent and not by said company is because the said company is a corporation. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as an officer of and from the books and papers of said corporation.

\_\_\_\_\_  
(officer of applicant)

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)



VERIFICATION

(If applicant is partnership)

STATE OF \_\_\_\_\_ )  
  ) SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, deposes and says  
(Name of Individual)  
that he is one of the members of the firm of \_\_\_\_\_,  
(Partnership Name)

the partnership named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said partnership.

\_\_\_\_\_

Sworn to before me this  
\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

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VERIFICATION

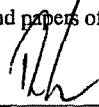
(If applicant is limited liability company)

STATE OF Missouri )  
 ) SS.:  
COUNTY OF Greene )


Rick Manzardo, deposes and says  
(Name of Individual)

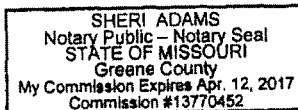
that he is one of the members of the firm of Vecino Group New York, LLC.  
(Limited Liability Company)

the limited liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.

  
\_\_\_\_\_

Sworn to before me this  
8<sup>th</sup> day of August, 2016.

  
(Notary Public)



-----  
NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD  
HARMLESS AGREEMENT APPEARING ON PAGE 30 IS SIGNED BY THE APPLICANT.  
-----

HOLD HARMLESS AGREEMENT

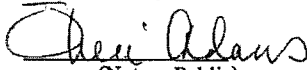
Applicant hereby releases City of Cohoes Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (ii) the Agency's acquisition, construction and/or installation of the Project described therein; and (iii) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

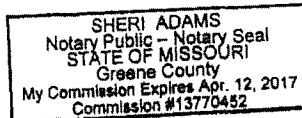
(Applicant)

BY: 

Rick Manzardo  
Vecino Group New York, LLC

Sworn to before me this  
8 day of August 20 16

  
(Notary Public)



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TO: Project Applicants  
 FROM: City of Cohoes Industrial Development Agency  
 RE: Cost/Benefit Analysis

In order for the City of Cohoes Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire") and complete the attached Schedules. This Questionnaire and the attached Schedule will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

**PROJECT QUESTIONNAIRE**

- |   |                                       |
|---|---------------------------------------|
| 1. Name of Project Beneficiary ("Company"):                     | Vecino Group New York, LLC            |
| 2. Brief Identification of the Project:                         | Mosaic Village                        |
| 3. Estimated Amount of Project Benefits Sought:                 |                                       |
| A. Amount of Bonds Sought:                                      | \$ N/A                                |
| B. Value of Sales Tax Exemption Sought                          | \$480,000                             |
| C. Value of Real Property Tax Exemption Sought                  | \$33,500                              |
| D. Value of Mortgage Recording Tax Exemption Sought             | TBD                                   |
| 4. Likelihood of accomplishing the Project in a timely fashion: | Contingent upon tax credit allocation |

**PROJECTED PROJECT INVESTMENT**

- |  |             |
|--|-------------|
| A. Land-Related Costs                        |             |
| 1. Land acquisition                          | \$190,000   |
| 2. Site preparation                          | \$545,000   |
| 3. Landscaping                               | \$100,000   |
| 4. Utilities and infrastructure development  | \$50,000    |
| 5. Access roads and parking development      | \$150,000   |
| 6. Other land-related costs (describe)       | \$ _____    |
| B. Building-Related Costs                    |             |
| 1. Acquisition of existing structures        | \$0         |
| 2. Renovation of existing structures         | \$0         |
| 3. New construction costs                    | \$7,400,000 |
| 4. Electrical systems                        | \$820,000   |
| 5. Heating, ventilation and air conditioning | \$730,000   |
| 6. Plumbing                                  | \$810,000   |
| 7. Other building-related costs (describe)   | \$ _____    |

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C.	Machinery and Equipment Costs	
1.	Production and process equipment	\$ _____
2.	Packaging equipment	\$ _____
3.	Warehousing equipment	\$ _____
4.	Installation costs for various equipment	\$ _____
5.	Other equipment-related costs (describe)	\$ _____
D.	Furniture and Fixture Costs	
1.	Office furniture	\$60,000
2.	Office equipment	\$60,000
3.	Computers	\$20,000
4.	Other furniture-related costs (describe)	\$ _____
E.	Working Capital Costs	
1.	Operation costs	\$ _____
2.	Production costs	\$ _____
3.	Raw materials	\$ _____
4.	Debt service	\$ _____
5.	Relocation costs	\$ _____
6.	Skills training	\$ _____
7.	Other working capital-related costs (describe)	\$ _____
F.	Professional Service Costs	
1.	Architecture and engineering	\$740,000
2.	Accounting/legal	\$200,000
3.	Other service-related costs (describe) Developer Fee	\$1,300,000
G.	Other Costs	
1.	Reserves	\$500,000
2.	Interest and Loan Fees	\$1,650,000
3.	Soft Costs	\$675,000
H.	Summary of Expenditures	
1.	Total Land-Related Costs	\$1,035,000
2.	Total Building-Related Costs	\$9,760,000
3.	Total Machinery and Equipment Costs	\$0
4.	Total Furniture and Fixture Costs	\$140,000
5.	Total Working Capital Costs	\$0
6.	Total Professional Service Costs	\$2,240,000
7.	Total Other Costs	\$2,825,000

**PROJECTED CONSTRUCTION EMPLOYMENT IMPACT**

I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	0	\$0	\$0
Year 1	60	\$4,500,000	\$840,000
Year 2	0	\$0	\$0
Year 3	0	\$0	\$0
Year 4	0	\$0	\$0
Year 5	0	\$0	\$0

**PROJECTED PERMANENT EMPLOYMENT IMPACT**

I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application.

II. Estimates of the total new permanent jobs to be created at the Project are described in the tables in Section IV of the Application.

III. Please provide estimates for the following:

A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

IV. Provide the projected percentage of employment that would be filled by City of Cohoes residents: 40%.

A. Provide a brief description of how the project expects to meet this percentage:  
 Employment opportunities would be marketed through a few efforts, these consist of job postings on online job boards and newspapers, social recruiting and job fairs, both physical and virtual.

**PROJECTED OPERATING IMPACT**

I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 <sup>st</sup> year following project completion)	\$50,000
Additional Sales Tax Paid on Additional Purchases	\$4,000
Estimated Additional Sales (1 <sup>st</sup> full year following project completion)	N/A

Estimated Additional Sales Tax to be collected on additional sales (1<sup>st</sup> full year following project completion)

N/A

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"):

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year	0	0	0
Year 1	0	\$5,000	\$5,000
Year 2	0	\$5,000	\$5,000
Year 3	0	\$15,000	\$15,000
Year 4	0	\$15,000	\$15,000
Year 5	0	\$15,000	\$15,000
Year 6	0	\$15,000	\$15,000
Year 7	0	\$15,000	\$15,000
Year 8	0	\$15,000	\$15,000
Year 9	0	\$15,000	\$15,000
Year 10	0	\$15,000	\$15,000

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

As this property is currently owned by the Cohoes LDC, there are no property taxes paid on these parcels. While the amount of taxes requested by this PILOT will be less than what would be paid by a market rate development, it will be an addition to the taxes currently received. The construction of the project will get the parcels off the LDC books and provide a cash infusion to the ownership agency. The vacant lots will also now serve a higher purpose, with the addition of approximately 150 residents and commercial spaces, along with the sales tax dollars they will generate.

This project will create an estimated 60 indirect, full time jobs lasting 12 months through the construction of the project. These jobs will provide an average salary of \$60,000 plus benefits, adding money into the economy through sales tax on purchases and property tax through those residing in Cohoes.

The project will add a lesser number of jobs resulting directly from the opening of the development. By the time the project opens, it is projected there will be 5 employees on site dedicated to the project, and many others on site in the commercial components within the development.

The development of a \$16 million project is a major investment to any upstate city. There have only been a handful of projects of this size completed in Cohoes in recent memory. The importance of this development to further spur activity in the downtown core cannot be overstated.

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**CERTIFICATION**

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

**Date Signed:** August 8, 2016.

**Name of Person Completing Project Questionnaire on behalf of the Company.**

Name: Rick Manzardo  
Title: President  
Phone Number: (417) 720-1577  
Address: 305 W Commercial Springfield MO 65803

**Signature:**  \_\_\_\_\_

SCHEDULE A

CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company.

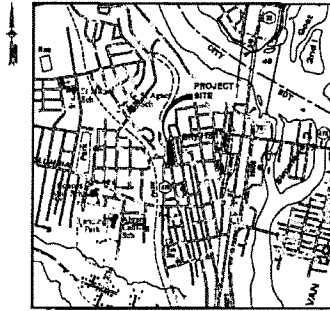
New Job Skills	Number of Positions Created	Range of Salary and Benefits
Property Management	3	\$40,000 - \$65,000
Maintenance	1	\$40,000
Social Work	1	\$55,000

Should you need additional space, please attach a separate sheet.

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Exhibit A  
Survey and Plans



LOCATION MAP  
SCALE 1"=100'

# SARGENT STREET MIXED-USE DEVELOPMENT

CITY OF COHOES, ALBANY COUNTY, NEW YORK

06/30/16

**ZONING INFORMATION:**  
 USE: RESIDENTIAL COMMERCIAL STREET  
 144 LOT BAYL, SECTION 42.00-3-4, TOWN-3-230, 10.00-3-41,  
 10.00-3-42, 10.00-3-43  
 NOTE: ADJACENT LANE ACCESS  
 PROPOSED USE: RESIDENTIAL COMMERCIAL, MIXED USE  
 ZONE: M-1 (MIXED USE)

**SITE STATISTICS:**  
 LISTING NUMBER: 100-100-100-100-100-100  
 USE: RESIDENTIAL COMMERCIAL STREET  
 PARCELS COVERED BY ZONING: 0.241 AC  
 DISTRICT AREA: 10.00 AC

**PROPOSED COVERAGES:**  
 USE: RESIDENTIAL COMMERCIAL STREET  
 PARCELS COVERED BY ZONING: 0.241 AC  
 DISTRICT AREA: 10.00 AC

**PROPOSED SUMMARY:**  
 PROPOSED: 100-100-100-100-100-100  
 PROPOSED SQUARE FEET: 100,000  
 PROPOSED SQUARE FEET ON CITY OF COHOES: 100,000

**BULK REQUIREMENTS TABLE:**

REQUIREMENT	MINIMUM	PROPOSED
MINIMUM SETBACK	10 FEET	71 FEET
MINIMUM LOT AREA (SFT)	3,500 SFT	44
MINIMUM LOT WIDTH (SFT)	40	4.4
FRONT YARD SETBACK	0-5 FT	0-5 FT
REAR YARD SETBACK	0-5 FT	0-5 FT
SIDE YARD SETBACK	0-5 FT	0-5 FT
MAXIMUM BUILDING HEIGHT	10 FT	10 FT
MAXIMUM LOT COVERAGE	10%	10%
MINIMUM GREENSPACE	0%	0%

**DEVELOPMENT SUMMARY:**  
 RESIDENTIAL: 71,000 SFT  
 COMMERCIAL: 29,000 SFT  
 TOTAL: 100,000 SFT

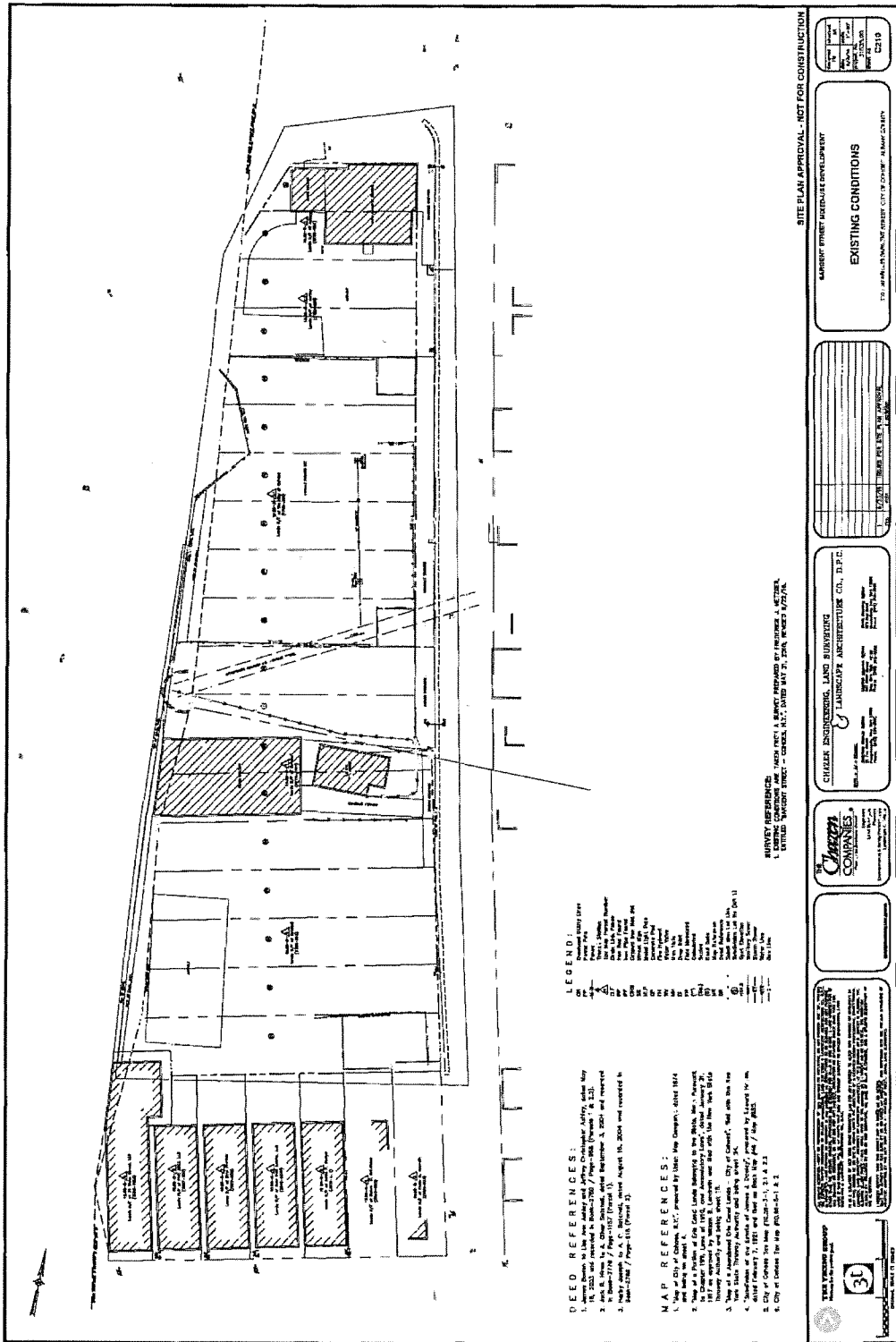
**INDEX OF DRAWINGS**

PAGE NO.	REV.	SHEET NO.	DATE	DESCRIPTION
1	1	C200	06/30/16	TITLE SHEET
2	1	C210	06/30/16	EXISTING CONDITIONS
3	1	C220	06/30/16	DEMOLITION PLAN
4	1	C230	06/30/16	SITE PLAN
5	1	C240	06/30/16	UTILITY PLAN
6	1	C250	06/30/16	GRADING, DRAINAGE AND EROSION & SEDIMENT CONTROL PLAN
7	1	C260	06/30/16	LANDSCAPE PLAN

**Big Realty, New York**  
 100-100-100-100-100-100  
 800-855-7882

SITE PLAN APPROVAL - NOT FOR CONSTRUCTION

	<p><b>THE VECCHI GROUP</b>                  30                  100-100-100-100-100-100</p>		<p><b>CHAZEN ENGINEERING, LAND SURVEYING &amp; LANDSCAPE ARCHITECTURE CO., D.P.C.</b>                  100-100-100-100-100-100</p>	<p>100-100-100-100-100-100</p>	<p>SARGENT STREET MIXED-USE DEVELOPMENT                  TITLE SHEET                  100-100-100-100-100-100</p>	<p>100-100-100-100-100-100</p>
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**LEGEND:**

- 1. Proposed Building
- 2. Proposed Parking
- 3. Proposed Driveway
- 4. Proposed Sidewalk
- 5. Proposed Street
- 6. Proposed Utility
- 7. Proposed Tree
- 8. Proposed Sign
- 9. Proposed Light
- 10. Proposed Wall
- 11. Proposed Gate
- 12. Proposed Fence
- 13. Proposed Gate
- 14. Proposed Fence
- 15. Proposed Gate
- 16. Proposed Fence
- 17. Proposed Gate
- 18. Proposed Fence
- 19. Proposed Gate
- 20. Proposed Fence

**DEED REFERENCES:**

1. Map of City of Chicago, N.Y.C. 1887, amended by Order: Map Division: dated 1874 and being on sheet 15.
2. City of Chicago, 1887, amended by Order: Map Division: dated 1874 and being on sheet 15.
3. City of Chicago, 1887, amended by Order: Map Division: dated 1874 and being on sheet 15.
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5. City of Chicago, 1887, amended by Order: Map Division: dated 1874 and being on sheet 15.

**MAP REFERENCES:**

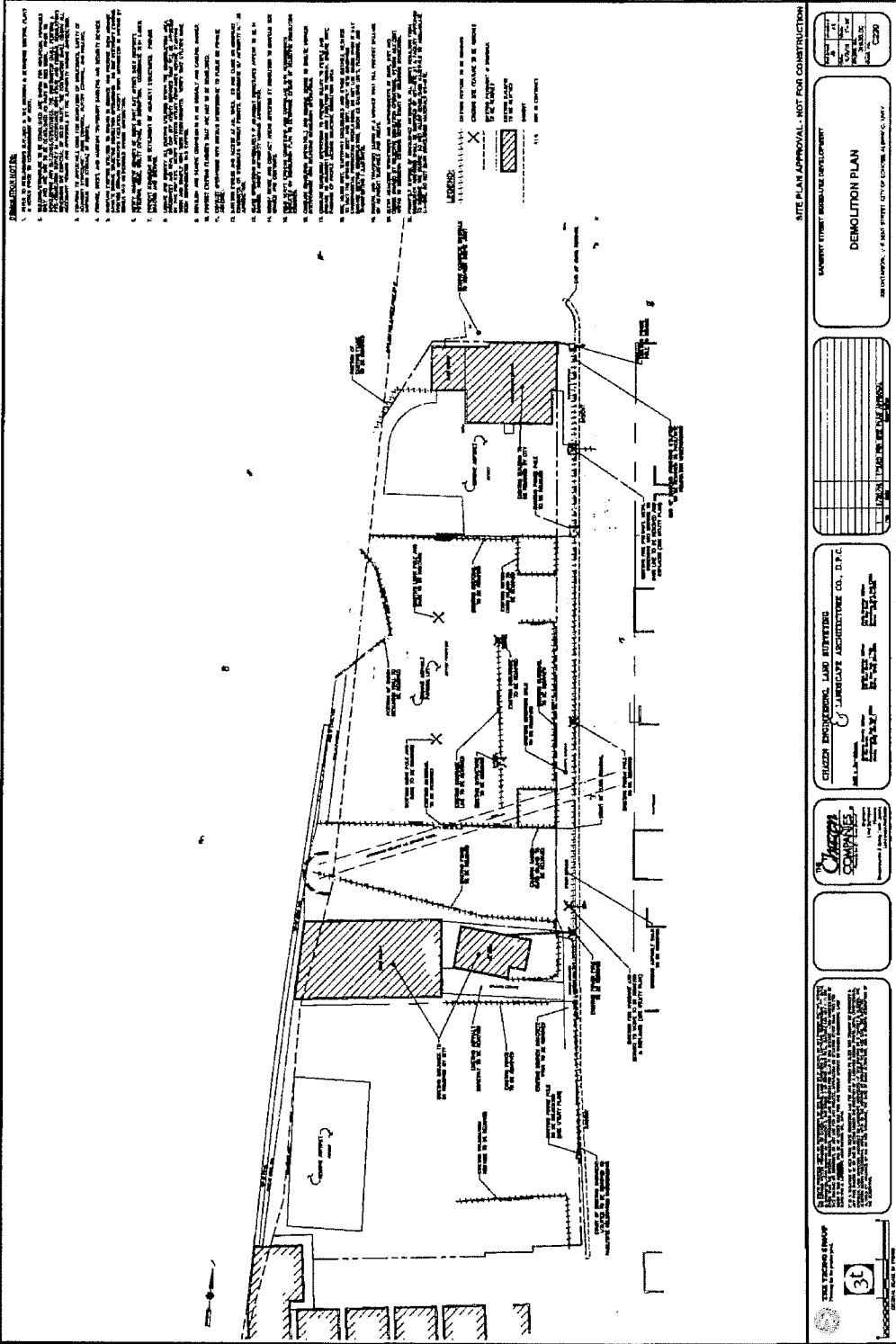
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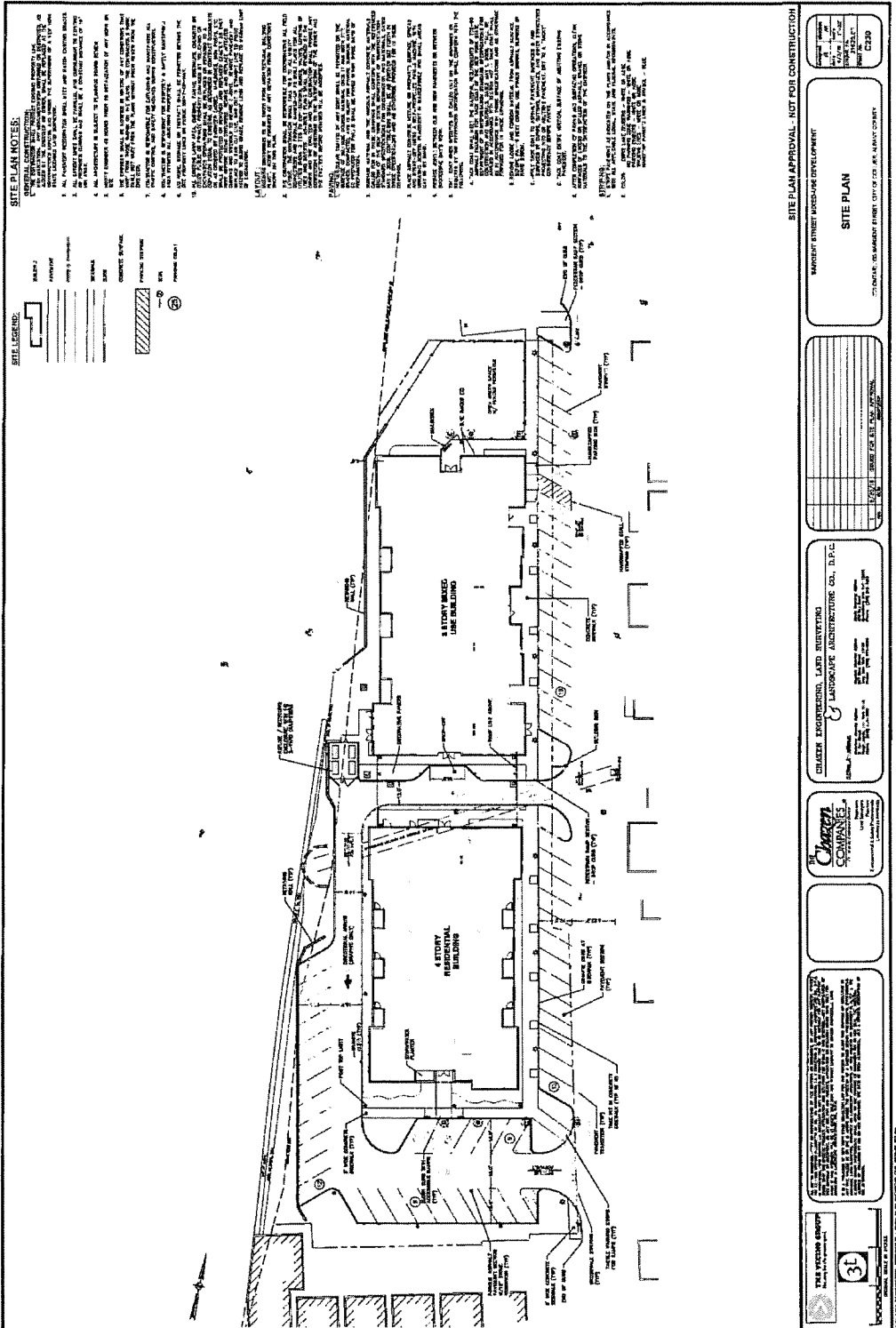
PROPERTY REPRESENTED BY  
 1. LISTED: MADISON STREET - CORNER N.Y.C. 1887, MAP DIV. 7, 1874, WEDNESDAY 6/27/74.

SITE PLAN APPROVAL - NOT FOR CONSTRUCTION

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**SITE PLAN NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM BUILDING ORDINANCES AND THE CALIFORNIA BUILDING CODE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM ZONING ORDINANCES AND THE CALIFORNIA ZONING ACT.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM FIRE DEPARTMENT ORDINANCES AND THE CALIFORNIA FIRE CODE.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM ELECTRICAL ORDINANCES AND THE CALIFORNIA ELECTRICAL CODE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM MECHANICAL ORDINANCES AND THE CALIFORNIA MECHANICAL CODE.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM PLUMBING ORDINANCES AND THE CALIFORNIA PLUMBING CODE.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM GAS ORDINANCES AND THE CALIFORNIA GAS CODE.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM TREE PRESERVATION ORDINANCES AND THE CALIFORNIA TREE PRESERVATION ACT.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM SIGN ORDINANCES AND THE CALIFORNIA SIGN REGULATIONS.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM LANDSCAPE ARCHITECTURE ORDINANCES AND THE CALIFORNIA LANDSCAPE ARCHITECTURE ACT.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM COMMUNITY DEVELOPMENT ORDINANCES AND THE CALIFORNIA COMMUNITY DEVELOPMENT ACT.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM PUBLIC WORKS ORDINANCES AND THE CALIFORNIA PUBLIC WORKS ACT.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM PUBLIC UTILITIES ORDINANCES AND THE CALIFORNIA PUBLIC UTILITIES ACT.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM AIR POLLUTION CONTROL ORDINANCES AND THE CALIFORNIA AIR POLLUTION CONTROL ACT.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM SOIL CONSERVATION ORDINANCES AND THE CALIFORNIA SOIL CONSERVATION ACT.
16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM WATER CONTROL ORDINANCES AND THE CALIFORNIA WATER CONTROL ACT.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM WASTE MANAGEMENT ORDINANCES AND THE CALIFORNIA WASTE MANAGEMENT ACT.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM ENVIRONMENTAL IMPACT STATEMENT ORDINANCES AND THE CALIFORNIA ENVIRONMENTAL IMPACT STATEMENT ACT.
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM HISTORIC PRESERVATION ORDINANCES AND THE CALIFORNIA HISTORIC PRESERVATION ACT.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM CULTURAL HERITAGE ORDINANCES AND THE CALIFORNIA CULTURAL HERITAGE ACT.
21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM ARCHITECTURAL HISTORIC PRESERVATION ORDINANCES AND THE CALIFORNIA ARCHITECTURAL HISTORIC PRESERVATION ACT.
22. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM MONUMENTAL DESIGN ORDINANCES AND THE CALIFORNIA MONUMENTAL DESIGN ACT.
23. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM LANDMARK DESIGN ORDINANCES AND THE CALIFORNIA LANDMARK DESIGN ACT.
24. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM DESIGN REVIEW ORDINANCES AND THE CALIFORNIA DESIGN REVIEW ACT.
25. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM DESIGN REVIEW BOARD ORDINANCES AND THE CALIFORNIA DESIGN REVIEW BOARD ACT.
26. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM DESIGN REVIEW BOARD APPEALS ORDINANCES AND THE CALIFORNIA DESIGN REVIEW BOARD APPEALS ACT.
27. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM DESIGN REVIEW BOARD APPEALS REVIEW ORDINANCES AND THE CALIFORNIA DESIGN REVIEW BOARD APPEALS REVIEW ACT.
28. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES UNIFORM DESIGN REVIEW BOARD APPEALS REVIEW BOARD ORDINANCES AND THE CALIFORNIA DESIGN REVIEW BOARD APPEALS REVIEW BOARD ACT.
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**SITE LEGEND:**

- 1. EXISTING IMPAVED SURFACE
- 2. EXISTING CONCRETE DRIVE
- 3. EXISTING ASPHALT DRIVE
- 4. EXISTING GRAVEL DRIVE
- 5. EXISTING DIRT DRIVE
- 6. EXISTING GRAVELED DRIVE
- 7. EXISTING GRAVEL DRIVE
- 8. EXISTING GRAVEL DRIVE
- 9. EXISTING GRAVEL DRIVE
- 10. EXISTING GRAVEL DRIVE
- 11. EXISTING GRAVEL DRIVE
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- 13. EXISTING GRAVEL DRIVE
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- 21. EXISTING GRAVEL DRIVE
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- 24. EXISTING GRAVEL DRIVE
- 25. EXISTING GRAVEL DRIVE
- 26. EXISTING GRAVEL DRIVE
- 27. EXISTING GRAVEL DRIVE
- 28. EXISTING GRAVEL DRIVE
- 29. EXISTING GRAVEL DRIVE
- 30. EXISTING GRAVEL DRIVE

**SITE PLAN APPROVAL - NOT FOR CONSTRUCTION**

**SITE PLAN**

STANDARD TO MARKET CITY OF LOS ANGELES COUNTY

MARKET STREET WOODS DEVELOPMENT

CHAZER ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

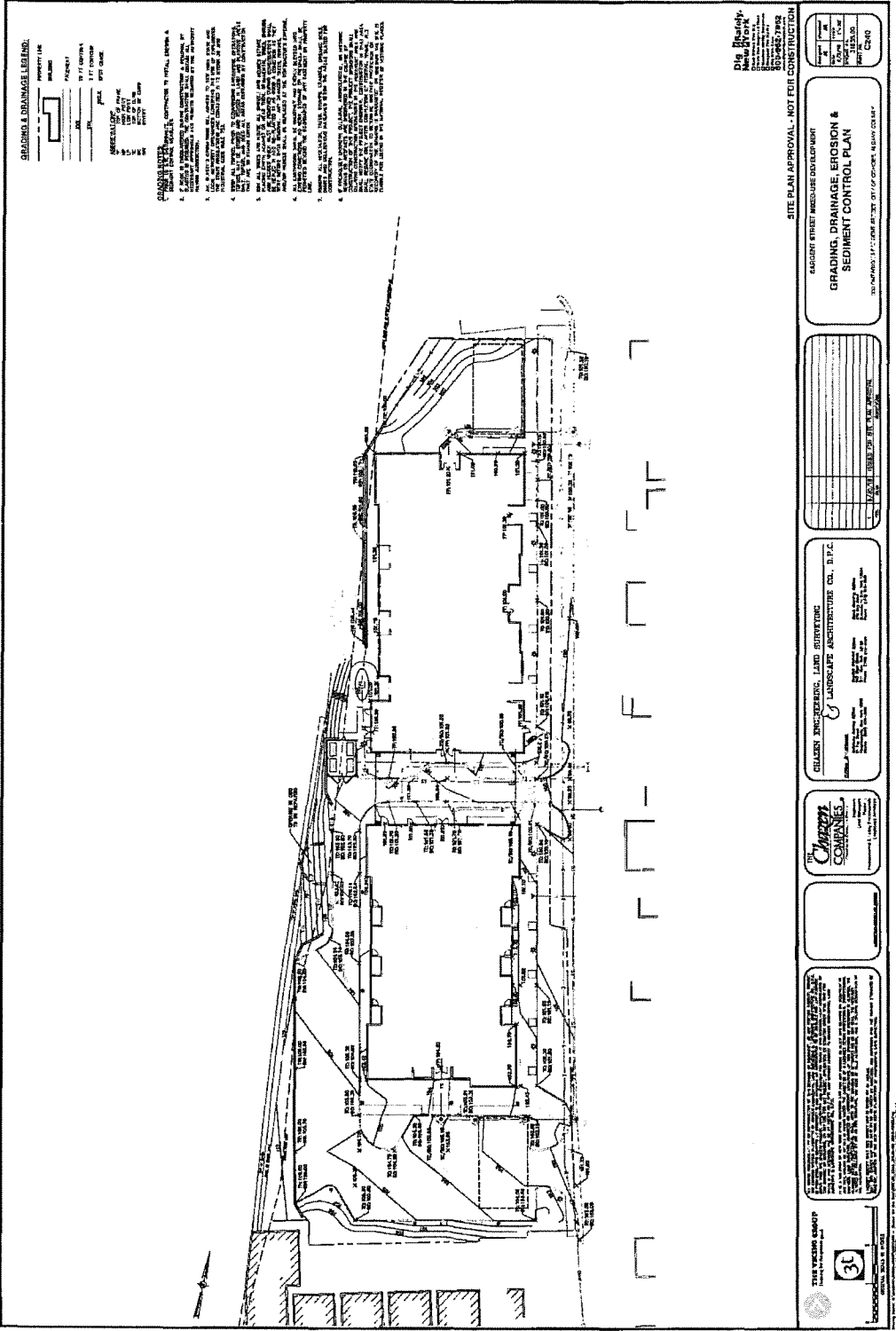
CHAZER ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

CHAZER ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

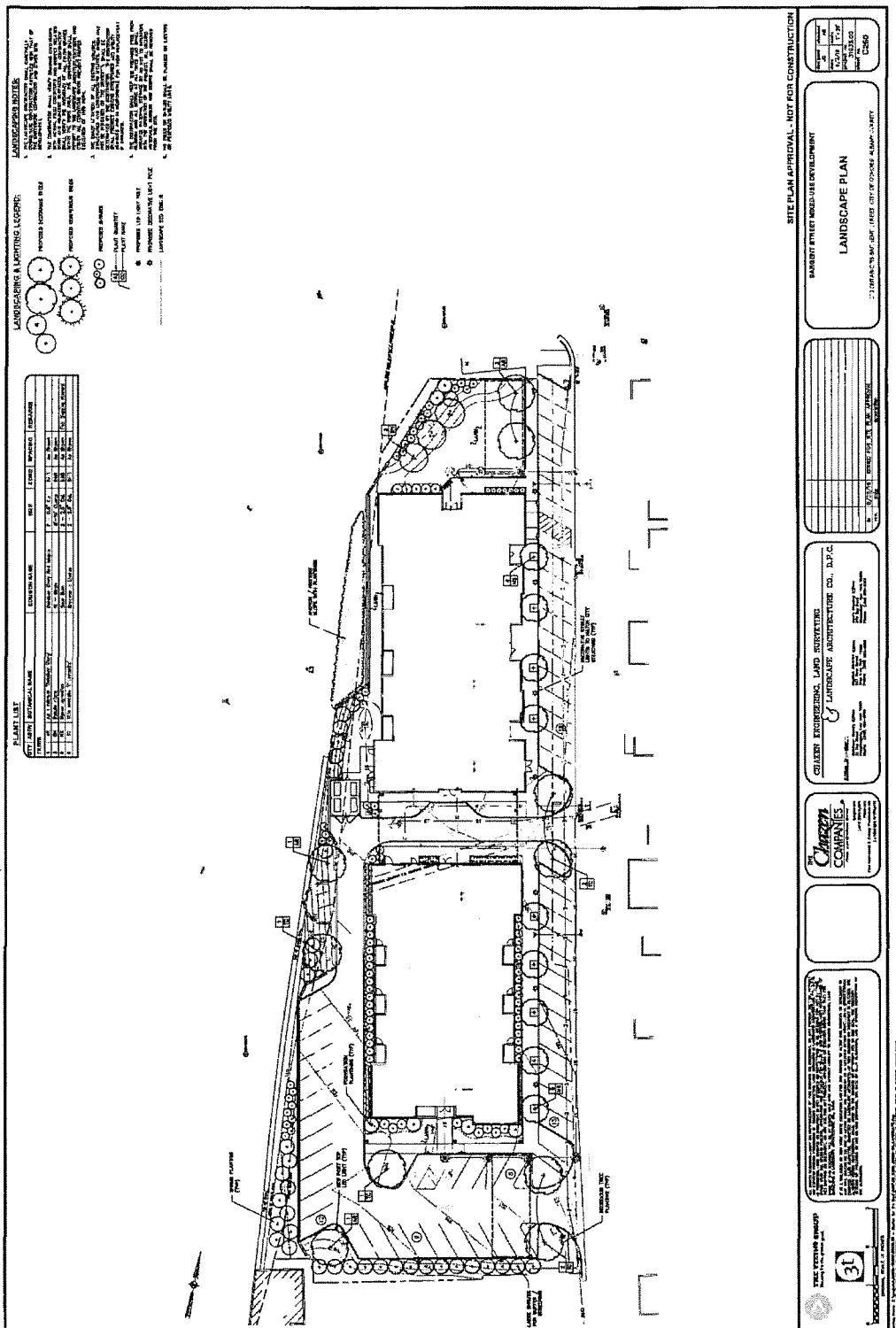
CHAZER ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

THE VISION GROUP

31







**LANDSCAPE NOTES:**

1. ALL PLANTINGS ARE TO BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION SCHEDULE AND WATERING SCHEDULE PROVIDED.
2. THE PLANTINGS ARE TO BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION SCHEDULE AND WATERING SCHEDULE PROVIDED.
3. THE PLANTINGS ARE TO BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION SCHEDULE AND WATERING SCHEDULE PROVIDED.

**LANDSCAPE PLANTING LEGEND:**

PROPOSED LANTANA BUSH

PROPOSED EUCALYPTUS

PROPOSED GUM TREES

PROPOSED SHRUBS

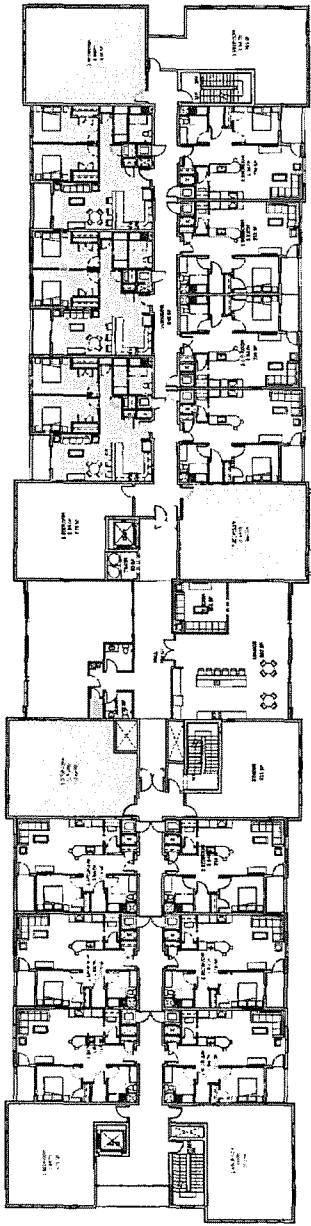
PROPOSED SPREADER PLANT

PROPOSED FERTILIZER PLANT

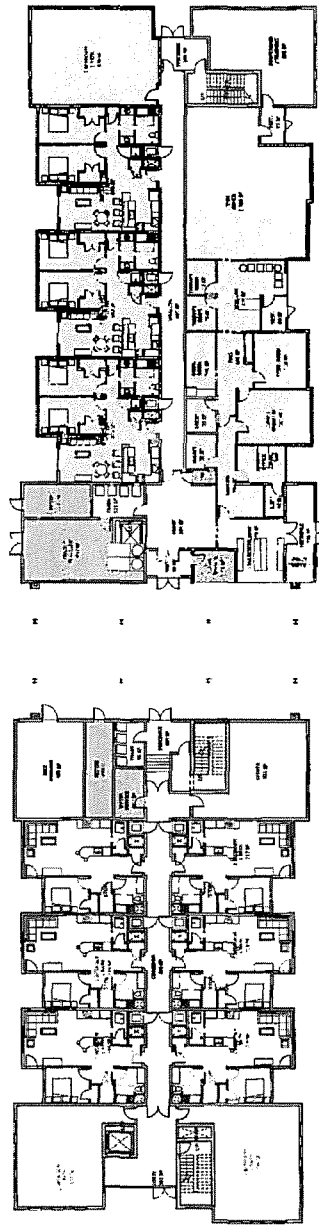
PROPOSED DECKING PLANT

PROPOSED GRASS

PLANT SYMBOL	LANDSCAPE NAME	SIZE	HEIGHT	SPACING	PLANTING
(Symbol)	PROPOSED LANTANA BUSH	100	1.5	1.5	1.5
(Symbol)	PROPOSED EUCALYPTUS	150	2.5	2.5	2.5
(Symbol)	PROPOSED GUM TREES	200	3.5	3.5	3.5
(Symbol)	PROPOSED SHRUBS	100	1.5	1.5	1.5
(Symbol)	PROPOSED SPREADER PLANT	100	1.5	1.5	1.5
(Symbol)	PROPOSED FERTILIZER PLANT	100	1.5	1.5	1.5
(Symbol)	PROPOSED DECKING PLANT	100	1.5	1.5	1.5
(Symbol)	PROPOSED GRASS	100	1.5	1.5	1.5



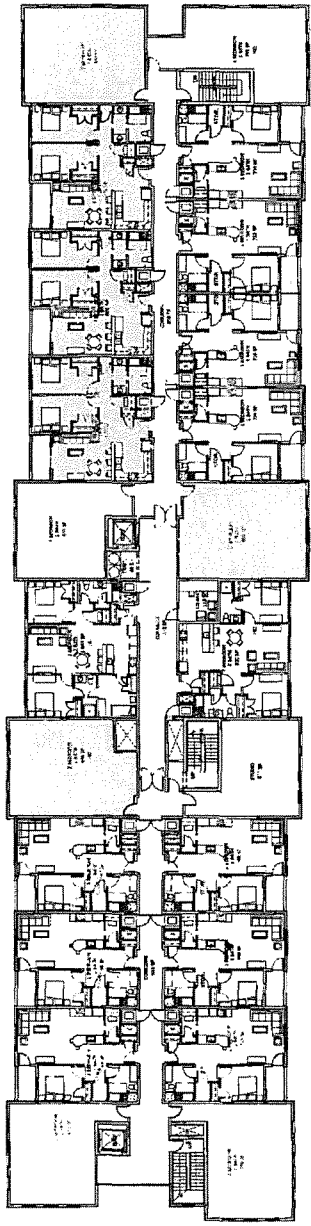
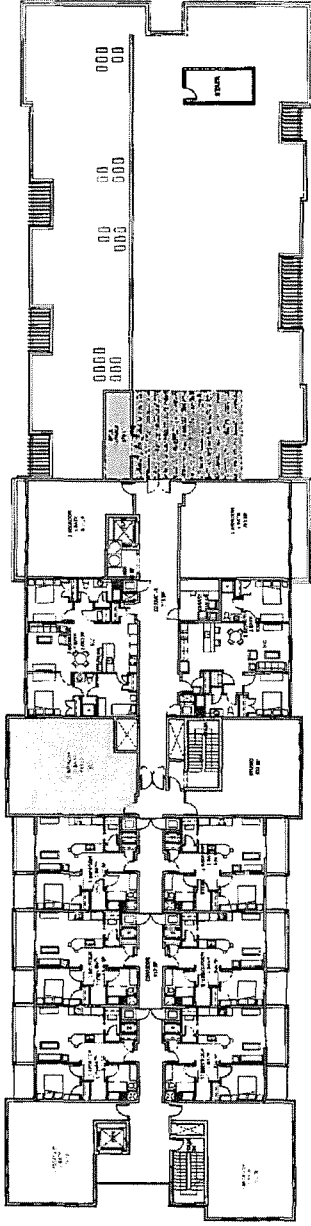
2. upper



1. lower

**COHOES HOUSING - SARGENT STREET**  
 COHOES PLANNING BOARD

⊕ Date: 7/11/16  
 Scale: 3/32" = 1'-0"  
 3T architects.com



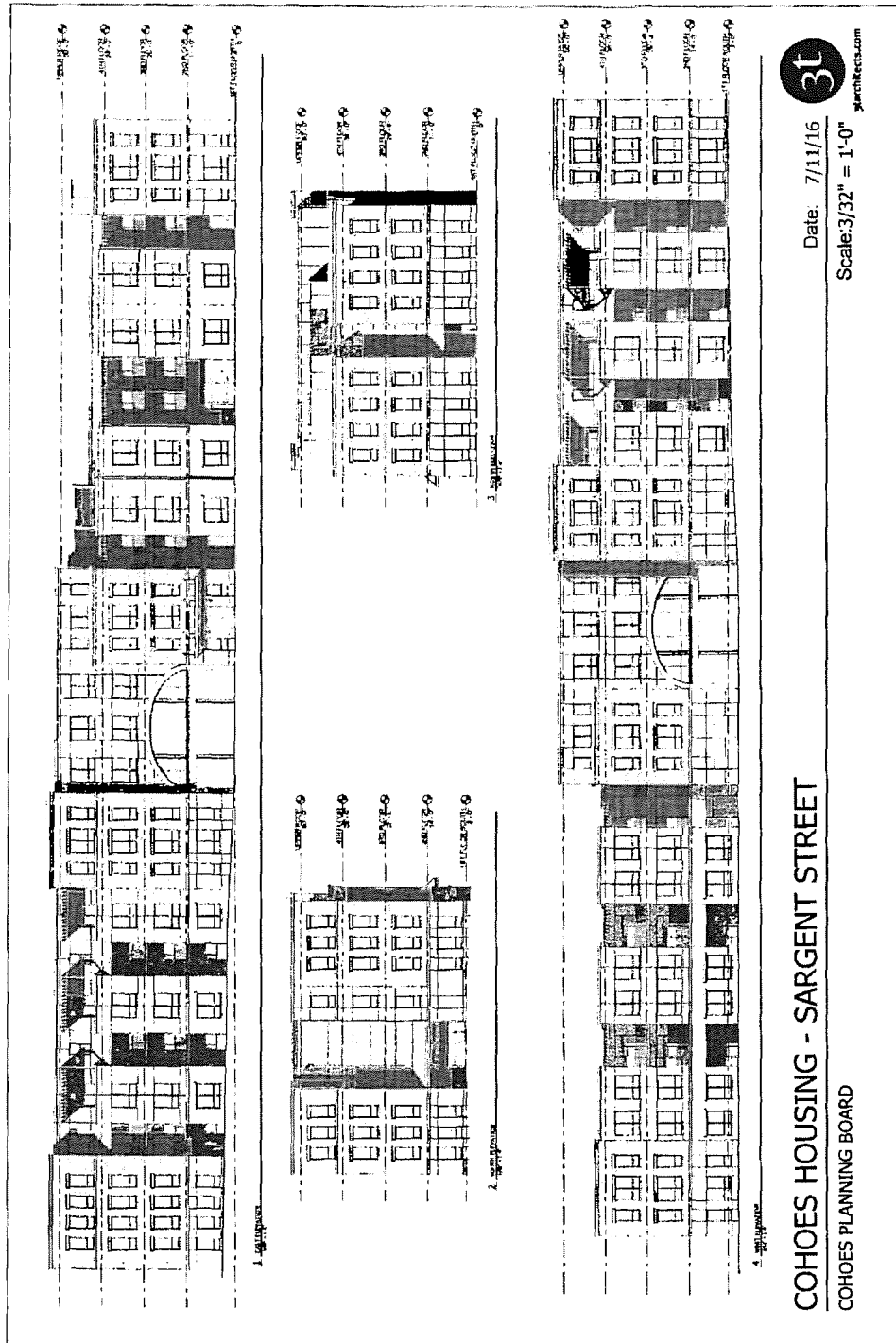
Date: 7/11/16

Scale: 3/32" = 1'-0"



**COHOES HOUSING - SARGENT STREET**

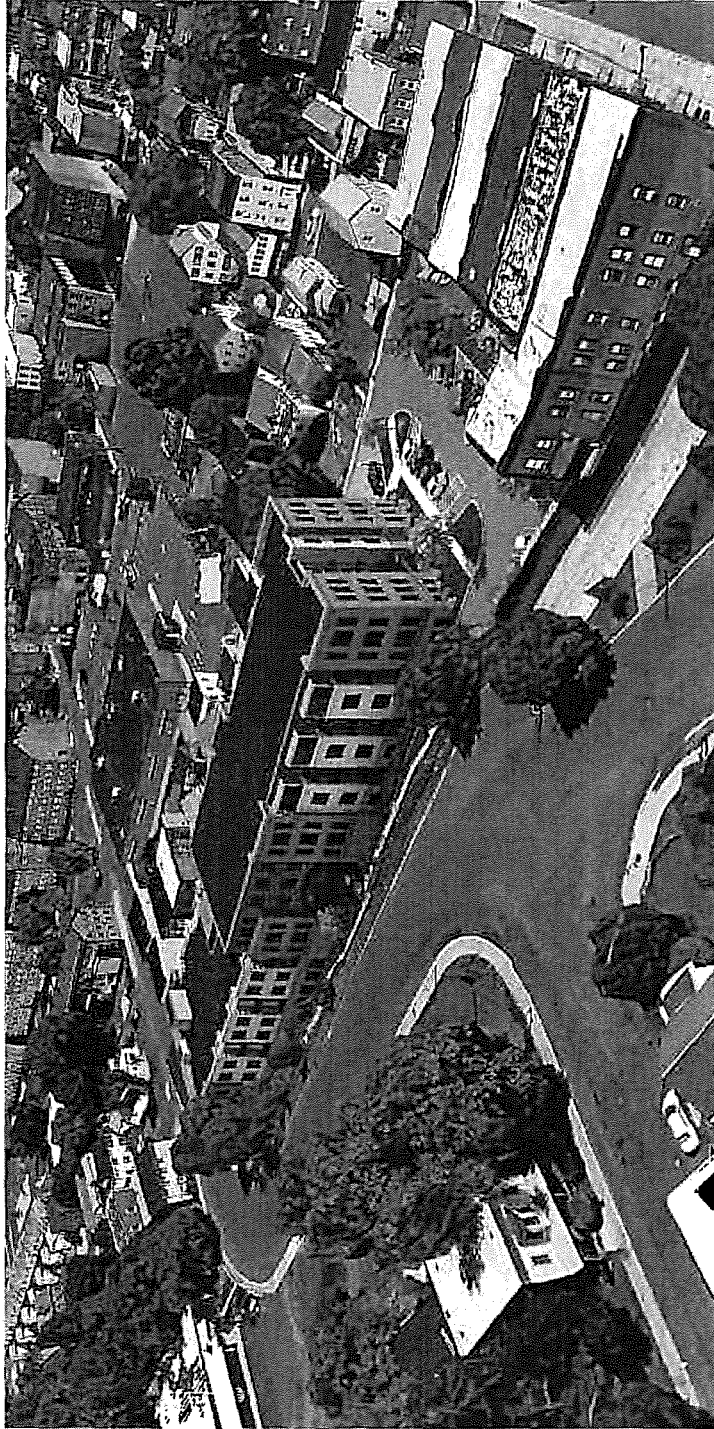
COHOES PLANNING BOARD



Date: 7/11/16  
 Scale: 3/32" = 1'-0"

**COHOES HOUSING - SARGENT STREET**  
 COHOES PLANNING BOARD





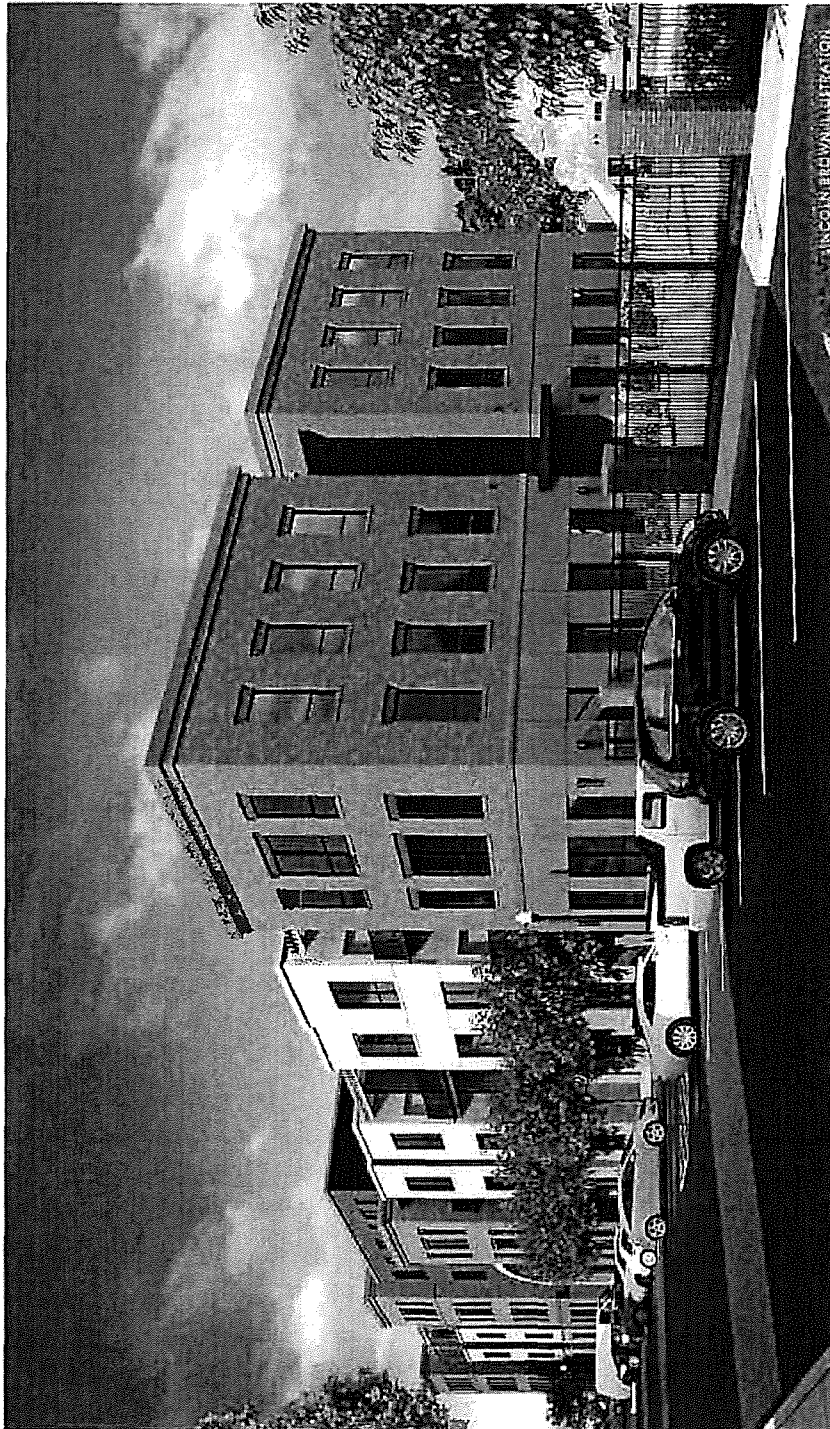
3larchitects.com

Date: 7/11/16

Scale:

# COHOES HOUSING

COHOES PLANNING BOARD



**COHOES HOUSING**  
COHOES PLANNING BOARD

Date: 07/06/16



3larchitects.com



**COHOES HOUSING**

COHOES PLANNING BOARD

Date: 7/11/16

Scale:



3tarchitects.com



Exhibit B  
Property Contract

**CONTRACT TO PURCHASE REAL PROPERTY**

THIS AGREEMENT (hereinafter "Agreement") is made this \_\_\_ day of May, 2016, by and between the CITY OF COHOES LOCAL DEVELOPMENT CORPORATION, and/or the CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, with offices located at 97 Mohawk Street, Cohoes, New York (hereinafter "Sellers" or "Seller") and VECINO GROUP NEW YORK, LLC, its successors and/or assigns, a Missouri Limited Liability Company with an office for the transaction of business at 365 W. Commercial Street, Springfield, MO 65803. ("Purchaser").

**W I T N E S S E T H :**

WHEREAS, the Seller is the owner of a parcels of land located at 330 Ontario Street (Tax ID No. 10.59-3-1), Sargent Street (Tax ID No. 10.59-3-2.20), Sargent Street City owned parcel (Tax ID No. 10.59-3-2.10), 55 Sargent Street (Tax ID No. 10.66-5-1), Sandusky Street parcel (Tax ID No. 10.66-5-2), and 12 White Street (Tax ID No. 10.67-2-7) and depicted at Exhibit "A" and "A-1"); and

WHEREAS, the Seller is willing to sell to the Purchaser, upon the terms and conditions of this Agreement, the Premises; and

WHEREAS, the Purchaser desires to purchase the Premises from the Seller upon the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. **PROPERTY TO BE SOLD:** The Seller agrees to sell and convey, and the Purchaser agrees to purchase a parcels of land located at 330 Ontario Street (Tax ID No. 10.59-3-1), Sargent Street (Tax ID No. 10.59-3-2.20), Sargent Street City owned parcel (Tax ID No. 10.59-3-2.10), 55 Sargent Street (Tax ID No. 10.66-5-1), Sandusky Street parcel (Tax ID No. 10.66-5-2), and 12 White Street (Tax ID No. 10.67-2-7) and depicted at Exhibit "A" and "A-1"); and for the purchase price and upon the terms and conditions set forth in this Agreement.

2. **PURCHASE PRICE.** The total consideration to be paid by Purchaser to Seller shall be One Hundred and Ninety Thousand and 00/100 (\$190,000.00) Dollars (the "Purchase Price").

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be payable as follows:

a. By Purchaser depositing, within three (3) business days of the full execution and delivery of this Agreement, with the attorney for the City of Cohoes Local Development Corporation (the "Escrow Agent") the sum of FIVE THOUSAND and 00/100 (\$5,000) Dollars (the "Deposit") receipt of which is hereby acknowledged, which is to be held in escrow to be applied to the Purchase Price or to be returned or paid in full to Purchaser, including accrued interest, in the event that title is not transferred to the Purchaser.

b. The balance of the Purchase Price in the sum of ONE HUNDRED EIGHTY FIVE THOUSAND and 00/100 (\$185,000.00) Dollars paid in cash, certified check, bank draft or attorney escrow check on the date of closing.

c. **TIMING OF PURCHASE:** The purchase is contingent upon the award to Purchaser of low income housing tax credits or other financing subsidies to make project feasible, as determined in the Purchaser's sole discretion. Purchase within 90 days of notice of award, or sooner if agreed by the parties.

4. a. **TRANSFER OF TITLE/POSSESSION/TERMINATION:** The Closing shall take place at the offices of the Seller's attorney, or such other location that is mutually agreeable to the parties. Possession shall be granted upon Transfer of Title.

b. **RIGHT OF INSPECTION AND ACCESS:** The Purchaser, or a representative, or both, shall have the right of inspection of the Premises to be purchased, at a reasonable time, within forty-eight (48) hours prior to the Transfer of Title.

5. This contract is contingent upon the written approval of the Board of Directors of the City of Cohoes Local Development Corporation on or before June 30, 2016.

5A. **PEST/RODENT INSPECTION.** The Seller warrants and represents that the premises are free from pest or rodent infestation or damage by pests, rodents or wood destroying organisms. This agreement is contingent upon seller furnishing to Purchaser a written determination by a Certified Exterminator or other qualified

professional that the premises are free from infestation or damage within 15 days of the execution of this contract. The Certified Exterminator providing this determination shall be compensated by the Seller. If Seller fails to provide this determination within 15 days of full execution of the contract, Purchaser may elect to declare the contract cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

5C. ENVIRONMENTAL: The Purchase is further conditioned upon Purchaser having completed, at Purchaser's option, an environmental study revealing that there are no environmental conditions on the Property, which are unacceptable to Purchaser. The Property shall be deemed acceptable for environmental purposes unless written notice to the contrary is given by Purchaser to Seller within sixty (60) days of final execution hereof that Purchaser has determined that there is or is likely to be a presence of hazardous waste or other environmental condition on or with respect to the Property which makes it unsuitable to Purchaser for Purchaser's intended use, in which case this contract shall be deemed cancelled and all deposits made herein shall be returned to Purchaser.

6 DEED: At the title closing, the Seller shall deliver to the Purchaser a Quitclaim Deed in proper statutory short form for recording which shall be executed and acknowledged so as to convey to Purchaser the fee simple title of being conveyed, free and clear of all encumbrances, except ordinary utility easements. The deed shall contain the covenant required by section 13(5) of the Lien Law. Possession shall be granted upon Transfer of Title. Seller will pay the transfer tax. Purchaser and Seller will execute a New York State capital gains form, credit line mortgage form, and Real Property Transfer Report (RP-5217). Seller shall pay the filing fees for the TP-584 and the Purchaser shall pay the filing fees for the RP-5217. The Seller will pay the expenses of processing and recording satisfactions of any existing liens, encumbrances or mortgages.

7. CONDITIONS AFFECTING TITLE/MUNICIPAL APPROVALS: a. The Seller shall convey and the Purchaser shall accept the Premises subject to (a) all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the Purchaser receives the necessary municipal approvals set forth in paragraph 7(b), below; (b) any unpaid installments of street or other improvement assessments;

payable after the date of Closing, and (c) any state of facts which an inspection and or accurate survey may show, provided that nothing in this paragraph renders title to the premises unmarketable.

b. **MUNICIPAL APPROVALS:** This Agreement is contingent upon Purchaser being able to obtain all municipal approvals for its intended purpose, consisting of zoning, planning, and historical approvals. The Agreement is further contingent upon Purchaser obtaining PILOT tax abatement, and mortgage recording tax exemptions and sales taxes exemptions provided by appropriate agencies and taxing authorities, if available. Seller will assist in all lawful ways in Purchaser's application, but is unable to make any representations as to specific outcome.

8. **TITLE AND SURVEY:** A forty (40) year Abstract of Title, tax search and any communications, or a fee title insurance policy shall be obtained from a title company or insurer to be selected by Purchaser, and at the expense of the Purchaser. The Seller shall cooperate in providing any available survey, abstract of title, or title insurance policy information without cost to the Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of a new survey. The Seller shall give and Purchaser shall accept such marketable title as any licensed title underwriter, a member of the New York Board of Title Underwriters, will be willing to insure in accordance with the standard form of title policy, subject only to the matters provided for in this Agreement. In the event the Seller is unable to provide such insurable, marketable title prior to closing, the Purchaser shall be entitled to the return of the deposit, and upon such return this Agreement shall be deemed canceled, null and void. All cost and expense associated with or incurred by Purchaser in connection with this Agreement shall be solely Purchaser's expense.

9. **ENCUMBRANCES:** If there is anything affecting the sale which the Seller is obligated to pay and discharge at the Closing, the Seller may use any portion of the purchase price due to discharge it. Upon request, the Purchaser agrees to provide separate certified or bank checks as requested to assist in clearing up such matters.

10. **REPRESENTATIONS AND WARRANTIES OF AND INDEMNITY BY THE SELLER:** As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated, the Seller represents and warrants to the Purchaser, its successors and permissible assigns that, as of the date of this Agreement and as of



the date of the Closing:

a. The Seller is a Local Development Corporation and/or Industrial Development Agency, duly organized and existing under the laws of the State of New York, with perpetual existence and retains the necessary power and authority to own this property and to transact the business in which it is engaged.

b. The Seller is not a party to an agreement or instrument or subject to any restriction, or otherwise, materially and adversely affecting its operations, business, properties, or financial conditions.

c. Seller warrants there are no actions, suits or proceedings pending, to the knowledge of the Seller against or affecting the Seller before any Court, Arbitrator or governmental administrative body or agency which might result in any material adverse change in the business, operations, properties or assets, or in the condition, financial or otherwise of the Seller. The Seller is not in default in any material respect under any applicable statute, rule, order, decree or regulation of any Court, Arbitrator or governmental body or agency having a restriction over the Company or any subsidiary.

d. The Seller shall duly pay and discharge (1) all taxes, assessments, and governmental charges upon or against the Seller or the property prior to the date on which penalty attaches thereto, except to the extent that such taxes are being diligently contested in good faith and by appropriate proceedings and appropriate reserves therefore have been established; and (2) all lawful claims where actions have been commenced, whether tort damages, labor, materials, supplies, services, repairs, wages or otherwise which might or could, if unpaid, become a lien or charge upon the property of the Seller, being sold to Purchaser.

e. **NO HAZARDOUS MATERIALS ON OR MIGRATING TO OR FROM THE PREMISES:** To the best of the Seller's knowledge, the Seller has not engaged in and has not permitted any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any "Hazardous Materials" (whether legal or illegal, accidental or intentional) on, under in or about the Premises.

The term "Hazardous Material" or "Hazardous Materials" means any substance: (1) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant, or contaminant under any federal, state, or local

statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.* ("CERCLA")), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.* ("RCRA")), the Superfund Amendment and Reauthorization Act of 1986, (Public Law 99-499, 100 Stat. 1613 ("SARA")), the Occupational Safety and Health Act, (29 U.S.C. Section 655 and Section 657 ("OSHA")), the Clean Air Act, (42 U.S.C. Section 7401 *et seq.* ("CAA")), the Clean Water Act, (33 U.S.C. Section 1251 *et seq.* ("CWA")), the New York State Environmental Quality Review Act, N.Y. Environmental Conservation Law Section 8-0101 *et seq.* ("SEQRA"), and the New York Environmental Conservation Law ("NYECL"); together with all amendments thereto, substitutions therefor, rules and regulations promulgated thereunder, and all amendments to and substitutions for such rules and regulations. The terms "Hazardous Material" shall include all hazardous, toxic and/or dangerous materials, substances and/or wastes that exhibit any of the characteristics enumerated in 49 C.F.R. sections 261.20 to 261.24, inclusive, as now or at any time hereafter in effect; extremely hazardous substances listed under Section 302 of SARA, as now or at any time hereafter in effect; toxic and/or hazardous chemical substances as defined in or for the purposes of Sections 6 and 8 of OSHA and/or 29 C.F.R. Part 1910, as now or at any time hereafter in effect; and asbestos and asbestos containing materials, substances and/or wastes; or (ii) without limitation, which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (iii) without limitation, which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

f. **NO NOTICE OF VIOLATION OR LITIGATION:** The Seller has not received notice or other communication concerning the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Materials on, under, in or about the Premises.

g. The Seller has marketable title without encumbrance insurable by a title company to the roads in the Premises.

h. The Seller has not received notice of and to the best of the Seller's knowledge, there are no violations of any laws, statutes, ordinances, orders, regulations or requirements of any governmental authority affecting the Premises or any part thereof.

Attorney for Seller:

John T. Maxwell  
Maxwell & Van Ryn LLP  
2 Normanskill Boulevard  
Delmar, New York 12054  
(518) 475-0016 telephone  
(518) 475-7576 facsimile  
jmvrlaw@aol.com

Attorney for Purchaser:

Shawn Whitney, Esq.  
Spencer Fane LLP  
2144 E. Republic Road  
Suite B500  
Springfield, Missouri 65804  
swhitney@spencerfane.com

14. **ATTORNEY APPROVAL:** This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies the other attorney in writing, as far called for in paragraph 13 of their disapproval of the agreement no later than seven (7) days after execution of this agreement. If Purchaser's or Seller's attorney so notifies, then the agreement shall be deemed cancelled, null and void and all deposits shall be returned to the Purchaser.

15. **PAYMENT OF TAXES, CHARGES, ETC.:** The Seller represents that, as of the date of the filing of the closing, water charges, sewer rents and installments of assessments that have become due and payable have been paid by the Seller for the entire Premises, which taxes are to be pro-rated at the time of the filing of the subdivision map.

16. **CLOSING DEFINED AND FORM OF DEED:** "Closing" or "Transfer of Title" means the settlement of obligations of Seller and Purchaser to each other under this Agreement, including the payment for the Premises as provided in this Agreement to the Seller and the delivery to the Purchaser of a Quitclaim Deed and in proper statutory form for recording in order to transfer full ownership (fee simple title) to the premises free of all encumbrances except as stated herein.

17. MISCELLANEOUS a. **ENTIRE AGREEMENT:** It is understood and agreed that all understanding and agreements between the parties have merged into this Agreement which alone fully and completely expresses the Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, written or oral, not embodied in this Agreement made by the other. This Agreement may not be changed or terminated orally, but only in writing. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This Agreement, the right to purchase and the other rights hereunder shall not be assigned by the Seller or the Purchaser without the written consent of the other party.

b. This Agreement shall be interpreted in accordance with the laws of the State of New York.

c. The captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of this Agreement and shall not be considered in the interpretation of this Agreement or any provision hereof.

d. This Agreement may not be modified, supplemented, or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the party to be charged or by their agent duly authorized in writing. No waiver of any breach of any agreement or provision herein shall be deemed a waiver of any preceding or subsequent breach thereof, or of any other agreement or provision contained herein. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or act. The Seller and Purchaser hereby authorize their respective attorneys to agree in writing, including facsimile transmissions, to any changes in dates and time periods provided for in this agreement.

e. All words or terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

f. **AFFIDAVIT AS TO JUDGMENT, BANKRUPTCIES, ETC.:** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same or similar to that of the Seller, the Seller shall deliver a satisfactory detailed affidavit at closing showing that they are not against the Seller.

g. The Seller and the Purchaser shall and will from time to time and at all times hereinafter at the request of the other, enter into and execute and perfect all such documents, for the further and more perfect implementation and confirmation of the terms of this Agreement according to its true and intended meaning as the Seller and the Purchaser and their respective counsel may reasonably require or the law shall require.

h. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

i. The individuals executing this Agreement on behalf of the Seller and Purchaser respectively represent and warrant that each is duly authorized to execute and deliver this Agreement and that this Agreement is binding upon said parties in accordance with its terms.

j. The Seller and Purchaser each have full power in accordance with the applicable laws to enter into this Agreement and to consummate the sale without the need of any further approval whatsoever. Neither the entering into of this Agreement nor the sale will constitute a violation or breach by the Seller or the Purchaser: (i) of any contract or other instrument to which either is a party, or (ii) of any judgment, writ, injunction or decree issued against or imposed upon either, or (iii) will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

k. Headings in this agreement are for reference purposes only and shall not be deemed to have any substantive effect.

l. All of the terms and provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, heirs, legal representatives, successors and permitted assigns.

m. Any provision of this agreement which is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

n. Seller and Purchaser agree that any disputes under this Agreement (except as otherwise provided herein) unless resolved by the parties shall be arbitrated in accordance with the Rules of the American Arbitration Association for Commercial disputes and seated in Albany, New York. Judgment on any arbitration award rendered may be entered in any Court having jurisdiction of the parties.

o. In the event that any action or proceeding, including arbitration, is commenced by any party hereto for the purposes of enforcing any provisions of this Agreement, the parties to such action, proceeding or arbitration may receive as part of any award, judgment, decision or other resolution of such action, proceeding or arbitration *then* costs and reasonable attorneys' fees as determined by the person or body making such award, judgment, decision or resolution. Should any claim hereunder be settled short of the commencement of any such action or proceeding, including arbitration, the parties in such settlement shall be entitled to include as part of the damages alleged to have been incurred reasonable costs of attorneys or other professionals in investigating or counseling on such claim.

p. This agreement, the exhibits and schedules hereto and the documents to be delivered at closing pursuant to this agreement contain or will contain the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings.

18. REAL ESTATE BROKER: The Purchaser and Seller agree that no broker was involved in or brought about this transaction or is entitled to a commission by reason of its consummation. Each of the parties agree to defend, indemnify and hold harmless the other party against and from any claim (including claims for reasonable attorney's fees) for brokerage commissions arising out of this transaction, to the extent that any such claims are alleged to be based upon the actions or commitments of such indemnifying party. The provisions of this paragraph shall survive delivery of any deeds and the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date above written

PURCHASER:

VECONO GROUP NEW YORK, LLC

By: [Signature]

SELLER:

COHOES LOCAL DEVELOPMENT CORPORATION

By: [Signature]

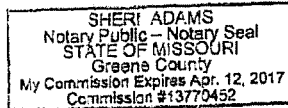
COHOES INDUSTRIAL DEVELOPMENT AGENCY

By: [Signature]

STATE OF MISSOURI )  
COUNTY OF GREENE )ss.:

On the 9 day of June, 2016 before me, the undersigned, personally appeared Rick Manzardo of VECONO GROUP NEW YORK, LLC 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.

[Signature]  
Notary Public



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

On the 9<sup>th</sup> day of June, 2016 before me, the undersigned, personally appeared Edward J. Jacques, Esq. Vice President of COHOES LOCAL DEVELOPMENT CORPORATION, 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.

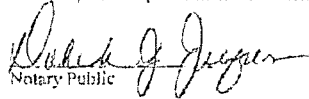
[Signature]

DEBORAH J. JACQUES  
Notary Public, State of New York  
Qualified in Albany County  
Reg. No. 0106497347  
Commission Expires September 24, 2018

Notary Public

STATE OF NEW YORK  
COUNTY OF ALBANY

On the 5<sup>th</sup> day of June, 2016 before me, the undersigned, personally appeared Ralph Signorile, Chairman of COHOES INDUSTRIAL DEVELOPMENT AGENCY, 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

DEBORAH J. JACQUES  
Notary Public, State of New York  
Qualified in Albany County  
Reg. No. 01AA-972347  
Commission Expires September 24, 2018



Exhibit C  
Variance Approvals

**Resolution #8 for 2016 Cohoes Zoning Board of Appeals –  
Area Variance from number of units for a mixed-use building at 330 Ontario Street; 55  
Sargent Street; Vacant lots SBL#s: 10.59-3-2.10; 1059-3-2.20; 10.59-5-2**

Member Sawyer presented the following Resolution, which was  
seconded by Member Cotch

WHEREAS, the applicant proposes constructing two mixed-use structures on 1.4 acres starting at 330 Ontario Street and traveling south on the west side of Sargent Street in Cohoes, County of Albany, New York and did present for approval, pursuant to Section 285-16C of the Cohoes City Code, an application and related materials for the variance;

WHEREAS, the instant proposal is located in the MU-1 mixed-use zoning district which permits mixed-use structures;

WHEREAS, the proposed structure will contain

1. Contents of the three story corner building's first floor are an 8,000 SF retail space with 30 apartments in the remaining 39,960 SF.
2. The four story building's 3,000 SF first floor features 60 indoor parking spaces. The remaining 49,280 SF will contain 41 apartments. The applicant proposes a 29 space ancillary parking lot behind and south of the four story building.

WHEREAS, the minimum lot size requirement for a mixed use building is 2,000 SF with 40X60 as the minimum width and depth respectively, yet in this case the lots measure 128' on Ontario Street by 50' on Sargent Street; an adjoining vacant lot measures 50X113; the City lot measures 200x138; and 55 Sargent Street measures 147X68...Therefore the first lot could be easily subdivided into three lots; the vacant lot into two lots; the City lot into five lots; and the 55 Sargent Street into three lots and zero setbacks mean that separate buildings would each have far fewer than the maximum number of units under 285-64G of Cohoes Zoning Code and thereby meets the intended density of the Zoning Code;

WHEREAS, the property owner has/has not demonstrated:

1. The benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety, and welfare of the neighborhood or community by such grant;
2. Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance;
3. Whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue, other than an area variance;
4. Whether the requested area variance is substantial;
5. Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and
6. Whether the alleged difficulty was self-created.

WHEREAS, said Zoning Board of Appeals did meet at its offices at Cohoes City Hall, New York, on the 22nd day of June, 2016, at 6:30 o'clock P.M., and did then and there hear all persons interested in the subject matter concerning the same; Now

THEREFORE, BE IT RESOLVED, that the Zoning Board of Appeals approves the area variance for 61 units to accommodate seventy-two unit mixed-use structures at 330 Ontario Street, Cohoes, County of Albany, New York.

THE FOREGOING RESOLUTION was put to vote as follows:

AYE \_\_\_\_\_, Michael Briggs  
AYE \_\_\_\_\_, Gary Sawyer  
AYE \_\_\_\_\_, Mark Cotch  
AYE \_\_\_\_\_, Joyce Baranski, Vice Chairman  
ABSENT \_\_\_\_\_, Theresa Thibodeau  
AYE \_\_\_\_\_, Justin Andrew Grégory

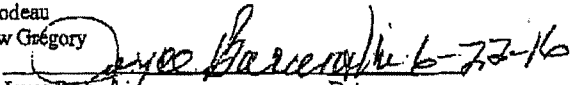
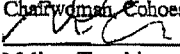
  
 \_\_\_\_\_  
 Joyce Baranski Date  
 Chairwoman, Cohoes Zoning Board of Appeals  
  
 \_\_\_\_\_  
 Melissa Cherubino Date  
 Director of Building and Planning

Exhibit D  
Employment Impact



**Exhibit D**  
**Project Employment**

Professional Managerial will partly consist of property management onsite. This will be staffed with a part time person towards the end of construction the first year to handle preleasing of the residential units. Starting with the second year upon project completion, we will have one full time, one part time and one seasonal employee to handle property management and preleasing. The seasonal employee will be engaged during lease up as the level of interaction with possible tenants is higher.

The other Professional Managerial position will be a social worker that will begin as part time in year one, and transition to full time by year two. As a development with special needs units, a full time, onsite social worker will be necessary to work with the special needs population.

The skilled employee will provide maintenance services for the project. This will transition from part time at the end of construction to full time by completion of project. This employee will be responsible for all service and maintenance related items at the development.

Not included in this count are the added social workers who will spend part of their time onsite, the new employees added by the commercial spaces which may be new jobs, or could be jobs transferred from other sites, this is to be determined.

SCHEDULE E  
ANNUAL STATUS REPORT

September \_\_, 20\_\_

Re: New Project Verification

Dear:

The City of Cohoes Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the City of Cohoes, Albany County, New York.

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, 20\_\_ \_\_\_\_\_
- Principal paid during 20\_\_ \_\_\_\_\_
- Outstanding principal balance of such bond or note at December 31, 20\_\_ \_\_\_\_\_

Interest rate on mortgage as of December 31, 20\_\_ \_\_\_\_\_

Final maturity date of the bond or note \_\_\_\_\_

Is the Company a not-for-profit? No

**Sales Tax Abatement Information**

Did your company receive Sales Tax Abatement on your Project during 20\_\_?

Yes

No

If so, please provide the amount of sales tax savings received for each year \_\_\_\_\_

**(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 20\_\_?

Yes

No

The amount of the mortgage recording tax that was abated during 20\_\_ : \_\_\_\_\_

**Job Information**

Number of full time equivalent employees (“FTE”) existing jobs by category **before IDA status:**

	<b>Professional</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Total</b>
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Employees of Independent Contractors</b>					

Current number of FTE employees for 20\_\_ by category:

	<b>Professional</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Total</b>
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Employees of Independent Contractors</b>					

Number of FTE jobs **created** during 20\_\_ as a result of the assistance received through the IDA by category:

	<b>Professional</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Total</b>
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Employees of Independent Contractors</b>					



Number of FTE jobs **retained** during 20\_\_ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Employees of Independent Contractors</b>					

**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 20\_\_ \_\_\_\_\_

Number of FTE construction jobs during 20\_\_ \_\_\_\_\_

**Salary and Fringe Benefits**

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate:                      Yes                      No

If not, please provide the revised amounts using the table below:

<b>RELATED EMPLOYMENT INFORMATION</b>				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Capital Region Economic Development Region <sup>1</sup>				

<sup>1</sup> The Capital Region Economic Development Region consists of the following counties: Albany, Schenectady, Rensselaer, Greene, Columbia, Saratoga, Warren, and Washington.

**Capital Investment Information**

20__ Capital Investment	_____
Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
<b>Total Capital Investment</b>	_____

**Officer's Certification**

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 the Uniform Agency Project Agreement dated as of May 1, 2018 by and between the Company and City of Cohoes Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: \_\_\_\_\_  
(Authorized Company Representative)

Date: \_\_\_\_\_