
City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275

To: Board of Directors - City of Syracuse Industrial Development Agency

From: Judith DeLaney

Date: February 16, 2018

Re: Board of Directors Meeting Agenda – February 20, 2018

The City of Syracuse Industrial Development Agency will hold a Board of Directors Meeting on **Tuesday, February 20, 2018 at 8:30 a.m.** in the Common Council Chambers, 304 City Hall, 233 East Washington St., Syracuse, N.Y. 13202.

I. Public Hearing –

Ascension Gaming Network Inc. – 1

Attachment:

1. Public Hearing Notice.

II. Call Meeting to Order –

III. Roll Call –

IV. Proof of Notice – 2a

Minutes – 2b

Approval of minutes from the January 16, 2018 Board of Directors meeting.

V. New Business –

Ascension Gaming Network Inc. – Sue Katzoff – 3

Request to approve a potential conflict of interest relative to the Project.

Ascension Gaming Network Inc. – Sue Katzoff – 4

Approval of resolutions authorizing the Agency to undertake the Project.

Attachments:

1. Cost Benefit Analysis.

2. Inducement Resolution.

3. Final Resolution.

Steri-Pharma LLC – Sue Katzoff – 5

Approval of a resolution authorizing an extension of the term of the Infrastructure Agreement entered into between the Agency and the Company by an additional 30 days from February 28, 2018 until March 31, 2018.

Attachments:

1. Infrastructure Agreement.

2. Resolution.

Executive Director – Signing Authority – Sue Katzoff –6

Approval of a resolution authorizing the Executive Director to execute and deliver documents on behalf of the Agency.

Attachment:

1. Resolution.

VI. Adjournment –

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the “Agency”) on the 20th day of February, 2018, at 8:30 o’clock a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

Ascension Gaming Network, Inc., or an entity to be formed (the “Company”), requested the Agency undertake a project (the “Project”) consisting of: (A)(i) the acquisition of an interest in approximately 45,000 square feet of improved real property located at 441 South Salina Street, in the City of Syracuse, New York (the “Land”); (ii) the renovation of approximately 15,000 square feet for use as an e-commerce fulfillment center (where on-line orders are sorted, packed and shipped) and approximately 30,000 square feet for use as Class A office space to support the foregoing and the underlying business of the Company (collectively, the “Facility”) all located on the Land; (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (the “Financial Assistance”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, renovation, equipping and completion of the Project Facility; and (D) the sublease of the Land and Facility by the Agency pursuant to a sublease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the (sub)sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company shall be the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the office of the Agency located at 201 East Washington Street, 7th Floor, Syracuse, New York.

Dated: February 6, 2018

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275

PLEASE POST

PLEASE POST

PLEASE POST

PUBLIC MEETING NOTICE

THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

HAS SCHEDULED

A

BOARD OF DIRECTORS MEETING

TUESDAY FEBRUARY 20, 2018

At 8:30 a.m.

**IN THE
COMMON COUNCIL CHAMBERS
304 City Hall
233 East Washington Street
Syracuse, NY 13202**

City of Syracuse
Industrial Development Agency
201 East Washington Street, 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275

Minutes
Board of Directors Meeting
Tuesday January 16, 2018

Board Members Present: Michael Frame, Kenneth Kinsey, Ricky T. Brown, Stephen Thompson, Kathleen Murphy.

Staff Present: Honora Spillane, Susan Katzoff, Esq., Meghan Ryan, Esq., Judith DeLaney, John Vavonese, Debbie Ramsey-Burns

Others Present: Stephanie Pasquale, Barry Lentz, Mitch Latimer, Mel Menon, Donna Harris, Alex Grant, Greg Loh.

I. Public Hearing

321 South Salina Street, LLC

Mr. Frame opened the Public Hearing at 8:30 a.m. and asked Ms. Spillane to read verbatim the Notice of Public Hearing on the Project. A copy of the Notice is attached and included in the minutes.

After Ms. Spillane read the notice to those in attendance, she asked if anyone in attendance wished to speak in favor of the Project.

Ryan Benz who identified himself as an owner of the Project spoke in favor. Mr. Benz said the Project consists of the reconstruction of two adjacent buildings at 321 and 323 South Salina St. He said the owners intend to renovate the now vacant property into a mixed use containing 16 residential units and commercial space to include a restaurant and gym.

Mr. Kinsey asked about the cost of the Project. Mr. Benz responded the estimated cost was approximately \$4,200,000.00.

After Mr. Benz finished speaking, Ms. Spillane asked an additional two times if anyone else in attendance wished to speak in favor of the Project. No one spoke.

She then asked if anyone in attendance wished to speak in opposition to the Project. No one spoke. She asked an additional two times if anyone wished to speak in opposition to the Project. No one spoke in opposition.

Mr. Frame closed the Public Hearing at 8:35 a.m.

II. Call Meeting to Order

Mr. Frame called the meeting to order at 8:35 a.m.

III. Roll Call

Mr. Frame acknowledged all Board members were present and asked, as this was the first Board meeting of the year, that the Board members to introduce themselves to those in attendance. Each Board member did so.

IV. Proof of Notice

Mr. Frame noted notice of the meeting had been timely and properly provided.

V. Minutes

Mr. Frame asked for a motion to approve the minutes from the December 19, 2017 Board of Directors meeting.

Mr. Kinsey made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE DECEMBER 19, 2017 BOARD OF DIRECTORS MEETING.**

VI. New Business

Joint School Construction Board (JSCB)

Ms. Katzoff advised the Board members they were being asked to approve resolutions authorizing the issuance of School Facility Revenue Bonds (Syracuse City School District Project), Series 2018 in a principal amount not to exceed \$82,000,000.00.

She said the Agency received an application from the JSCB on behalf of the school district to issue one or more series of Tax –Exempt and Taxable School Revenue Bonds to fund improvements at Bellevue Elementary, Ed Smith K-8 School, Frazer PreK-8 School, and Grant Middle School. She noted the Agency’s Finance Committee met in session on November 16, 2017 and after review of the Project approved a motion to recommend to the Board of Directors approval of the request. She also advised a Public Hearing was held on the Project November 21, 2017.

She then advised the first resolution for the Board’s consideration was a SEQRA resolution and noted it had been determined the request would not have a significant effect on the environment.

There being no discussion Mr. Frame asked for a motion to approve the resolution. Ms. Murphy made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION DETERMINING THAT THE UNDERTAKING OF A CERTAIN PROJECT AT THE REQUEST OF THE SYRACUSE JOINT SCHOOL CONSTRUCTION BOARD WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.**

Ms. Katzoff then asked the Board members to approve an Inducement Resolution approving the undertaking of the Project.

There being no discussion, Mr. Frame asked for a motion to approve the resolution. Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING THE UNDERTAKING BY THE ISSUER OF A CERTAIN PROJECT CONSISTING OF THE ACQUISITION BY THE ISSUER OF AN INTEREST IN, AND CONSTRUCTION, RECONSTRUCTION, RENOVATING AND EQUIPPING OF EXISTING SCHOOL BUILDINGS AT THE REQUEST OF THE SYRACUSE JOINT SCHOOLS CONSTRUCTION BOARD AND THE ISSUANCE OF ONE OR MORE SERIES OF THE ISSUER’S TAX-EXEMPT AND/OR TAXABLE SCHOOL FACILITY REVENUE BONDS (SERIES 2018A) IN AN AGGREGATE AMOUNT SUFFICIENT TO FINANCE THE COST THEREOF, THE COSTS OF SUCH ISSUANCE AND FUNDING CAPITALIZED INTEREST AND A DEBT**

SERVICE RESERVE FUND, IF ANY AUTHORIZING THE INDUCEMENT RESOLUTION FOR THE RENOVATIONS OF THE THREE SCHOOLS.

Ms. Katzoff then asked the Board members to approve a Bond resolution authorizing the issuance and sale of the bonds.

There being no discussion Mr. Frame asked for a motion to approve the resolution. Mr. Kinsey made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF THE ISSUER'S TAX-EXEMPT AND/OR TAXABLE SCHOOL FACILITY REVENUE BONDS (SYRACUSE CITY SCHOOL DISTRICT PROJECT), SERIES 2018A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$82,000,000 AND THE EXECUTION OF RELATED DOCUMENTS.**

321 South Salina Street, LLC

Ms. Katzoff advising a Public Hearing had just concluded on the Project briefly reviewed it for the Board members noting its location in in the City's Downtown neighborhood and the owners plan to convert the two adjacent vacant buildings into a mixed use with 16 residential units on the upper floors, a first floor farm to table restaurant and a speakeasy bar and tenant gym in the basement.

She said the owners were requesting benefits from the Agency in the form of mortgage tax exemption valued at \$19,636.79 and a sales tax exemption valued at \$189,636.16. There is no PILOT.

She then asked the members to authorize resolutions to undertake the Project and advised the first resolution for their consideration was a SEQRA resolution noting that on review it had been determined the Project would have no significant effect on the environment.

There being no discussion Mr. Frame asked for a motion authorizing the SEQRA Resolution. Mr. Kinsey made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION DETERMINING THAT THE ACQUISITION, DEMOLITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT AT THE REQUEST OF 321 SOUTH SALINA STREET, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.**

Ms. Katzoff then asked the Board members to consider an Inducement Resolution for the Project

There being no discussion Mr. Frame asked for a motion to approve authorizing the resolution. Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING THE UNDERTAKING THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY.**

Ms. Katzoff then asked the members to approve a final resolution noting this authorized the execution and delivery of all documents.

There being no discussion Mr. Frame asked for a motion to approve the resolution. Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY.**

Ascension Gaming Network Inc.

Ms. Spillane advised the Board that the Agency had received an application for financial assistance from the Company (included in the Board's agenda packet) for a proposed project to be located at 441 South Salina St (the Galleries Office complex). She briefly reviewed the Project advising that the Company, a digital marketplace firm focusing on collectible gaming, is in an expansion mode and is consolidating its offices into one location at the Galleries. She said the owner was seeking benefits from the Agency in the form of exemptions from mortgage recording tax valued at \$17,250.00 and a sales tax exemption valued at \$104,000.00.

She then requested the Board members authorize a public hearing on the Project.

There being no discussion, Mr. Frame asked for a motion to approve a resolution authorizing the public hearing. Mr. Kinsey made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION DETERMINING THAT THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING.**

Agency Committee Appointments

Ms. Spillane requested the Board members approve resolutions appointing members to the Agency's Audit, Finance and Governance Committees relative to the recent changes in Board membership.

After a brief review and there being no further discussion Mr. Frame asked for motions to approve the following resolutions:

AUDIT COMMITTEE: Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPOINTING MICHAEL FRAME AND RICKEY T. BROWN AS MEMBERS OF THE AUDIT COMMITTEE.**

FINANCE COMMITTEE: Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPOINTING KATHLEEN MURPHY AND RICKEY T. BROWN AS MEMBERS OF THE FINANCE COMMITTEE.**

GOVERNANCE COMMITTEE: Mr. Kinsey made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPOINTING MICHAEL FRAME, RICKEY T. BROWN, AND KATHLEEN MURPHY AS MEMBERS OF THE GOVERNANCE COMMITTEE**

VI. Adjournment

There being no further business to discuss Mr. Frame asked for a motion to adjourn the meeting. Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN THE MEETING AT 8:47 A.M.**

City of Syracuse
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EXECUTIVE SUMMARY

Agenda Item: 4

Title: Ascension Gaming Network Inc. (TCG Player)

Requested By: Honora Spillane

OBJECTIVE: Approval of resolutions authorizing the Agency to undertake the Project.

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

SUMMARY: The Agency has received an application for financial assistance from the Company for a Project it proposes at 441 South Salina St (the Galleries Office complex). The Company a digital marketplace firm focusing on collectible gaming and is in an expansion mode. It intends to establish a 48,000 sq. ft. corporate headquarters in now vacant space in the building and consolidate its three downtown area offices into the new headquarters. The Company is seeking benefits from the Agency in the form of exemptions from mortgage recording tax valued at \$17,250.00 and sales and use tax valued at \$104,000.00. The Company currently has 167 full time employees and anticipates job growth over a period of five years of over 100 new positions. A Public Hearing on the Project will be held immediately preceding the Board of Directors meeting of February 20, 2018. Benefit/Cost Ratio 42.23:1

ATTACHMENTS:

1. Cost Benefit Analysis
2. Inducement Resolution.
3. Final Resolution.

REVIEWED BY:

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

Meeting: February 20, 2018

Prepared By: J. A. DeLaney

Project Summary

1. Project: Ascension Gaming Network **2. Project Number:**

3. Location: Syracuse **4. School District:** SCSD

5. Tax Parcel(s): **6. Type of Project:** Commercial

7. Total Project Cost:

Land	
Site Work	
Building	
Furniture & Fixtures	
Equipment	
Equipment Subject to NYS Production Exemption	
Engineering/Architecture Fees	
Financial Charges	
Legal Fees	
Other	

8. Total Jobs	329
8A. Job Retention	167
8B: Job Creation (Next 5 Years)	162

Cost Benefit Analysis: Ascension Gaming Network

	Fiscal Impact (\$)
Abatement Cost:	\$121,250
Sales Tax	\$104,000
Mortgage Tax	\$17,250
PILOT (10 yrs)	\$0
New Investment:	\$106,995,976
PILOT Payments	\$0
Project Wages (5 years)	\$56,220,311
Construction Wages	\$108,825
Employee Benefits (5 years)	\$48,195,000
Project Capital Investment	
New Sales Tax Generated (5 years)	\$60,000
Agency Fees	\$27,840
Benefit:Cost Ratio	882.44 :1

INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 20, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by _____ and upon the roll being duly called, the following members were:

PRESENT:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____ and seconded by _____:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more “projects” (as defined in the Act); and

WHEREAS, Ascension Gaming Network, Inc., a New York business corporation, or an entity to be formed (the “**Company**”), by application dated January 8, 2018 (the “**Application**”), requested the Agency undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 45,000 square feet of improved property located at 441 South Salina Street, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of approximately 15,000 square feet for use as an e-commerce fulfillment center (where on-line orders are sorted, packed and shipped) and approximately 30,000 square feet for use as Class A office space to support the foregoing and the underlying business of the Company (collectively, the “**Facility**”) all located on the Land; (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, renovation, equipping and completion of the Project Facility; and (D) the sublease of the Land and Facility by the Agency pursuant to a sublease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the (sub)sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Agency has examined the EAF prepared by the Company in order to classify the Project and has determined that the Project constitutes a “Type II” action as that term is defined under SEQRA, and therefore no further review is required; and

WHEREAS, the Agency adopted a resolution on January 16, 2018, describing the Project and the proposed financial assistance and authorizing a public hearing (“**Public Hearing Resolution**”); and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on February 20, 2018 pursuant to Section 859-a of the Act, notice of which was originally published on February 8, 2018, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated February 6, 2018; and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the

Company to develop the Project Facility in the City of Syracuse (the “**City**”); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

(A) The Project constitutes a “Type II” action under SEQRA and therefore, no further review is required; and

(B) The Project constitutes a “*project*” within the meaning of the Act;

(C) The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to the Company to acquire, renovate, equip and complete the Project Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;

(D) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act;

Section 3. As a condition of the appointment of the Company as the agent of the Agency, and the conference of any approved Financial Assistance, the Company and the Agency shall first execute and deliver a project agreement in substantially the same form used by the Agency in similar transactions (the “***Project Agreement***”). The Chairman, Vice Chairman or the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to

execute and deliver the Project Agreement, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

Subject to the due execution and delivery by the Company of the Agreement (as defined herein), the Project Agreement, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement and the payment by the Company of any attendant fees, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$104,000**.

Section 4. As a further condition to the extension of State and local sales and use tax exemption benefits, and the Company's appointment as provided herein, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit "A"** attached hereto and presented at this meeting) (the "**Agreement**") are hereby approved. The Chairman, Vice Chairman or the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit "A"**, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

Section 5. Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in, the Agreement and the Project Agreement the Agency will: (i) acquire an interest in the Land and Facility pursuant to a lease agreement (the "**Lease**") to be entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the "**Bill of Sale**"); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the "**Sublease**" and with the Lease and the Bill of Sale, the "**Lease Documents**") to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance; and (iv) provided that no default shall have occurred and be continuing under the Agreement (as defined herein) and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency's undertaking of the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance or requested by the Agency, in form and substance acceptable to the Agency.

Section 6. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 7. The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, is hereby authorized to appoint, a Project operator,

contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) to proceed with the renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the “**Commissioner**”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the “**State**”) sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

Section 8. The Chairman and/or Vice Chairman and/or the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

Section 9. The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Agency’s approval of the Financial Assistance and the Company’s execution and delivery of, among other things, the Agreement, the Project Agreement and an Environmental Compliance and Indemnification Agreement in favor of the Agency in form and substance acceptable to the Agency and its counsel, in the discretion of the Chairman and/or Vice Chairman of the Agency.

Section 10. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 11. Should the Agency’s participation in the Project, or the appointments

made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 12. Barclay Damon LLP, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

Section 13. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 14. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

EXHIBIT “A”

AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the “*Agency*”), with an office at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 and **ASCENSION GAMING NETWORK, INC.**, with a mailing address of 5640 East Taft Road, #3267, Syracuse, New York 13220 (the “*Company*”).

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

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the “*Act*”) to designate an agent for renovating and equipping “projects” (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company, by application dated January 8, 2018 (the “*Application*”), requested the Agency undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 45,000 square feet of improved property located at 441 South Salina Street, in the City of Syracuse, New York (the “*Land*”); (ii) the renovation of approximately 15,000 square feet for use as an e-commerce fulfillment center (where on-line orders are sorted, packed and shipped) and approximately 30,000 square feet for use as Class A office space to support the foregoing and the underlying business of the Company (collectively, the “*Facility*”) all located on the Land; (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, renovation, equipping and completion of the Project Facility; and (D) the sublease of the Land and Facility by the Agency pursuant to a sublease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the (sub)sublease of

the Project Facility back to the Company pursuant to a sublease agreement; and

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease, an agency lease, a bill of sale and an environmental compliance and indemnification agreement, shall be collectively referred to herein as the "**Lease Documents**".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**"): (i) will be an inducement to it to renovate and equip the Project Facility in the City of Syracuse (the "**City**"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State. The Company hereby further represents to the Agency that the Project Facility is not primarily used in making retail sales to customers who personally visit the Facility.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On January 16, 2018, the Agency adopted a resolution (the "**Inducement Resolution**") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not exceed **\$104,000**.

1.07. In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, the execution and delivery of a project agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for renovation and equipping the Project Facility.

Article 2. Undertakings on the Part of the Agency. Based upon the statement, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for renovation and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "*SEQRA*"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

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

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services,

materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, renovation and equipping of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates, endorsements, binders and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other governmental authority which approvals, permits and consents are required under applicable law for the development, renovation and equipping of the Project and any related site improvements.

The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Contractor Status Report to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the renovation, equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "**Local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

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

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

3.06 The Company shall proceed with the acquisition, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company

first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the renovation and equipping of the Project (“local” being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency’s fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects.

Article 4. General Provisions.

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are

subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; and

(b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; and

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act, and in accordance with the Agency's Recapture of Benefits Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "**Recapture Amount**") including, but not limited to: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation

the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **February 20, 2019**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, renovation and equipping of the Project Facility;

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

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

4.05. The Company acknowledges that Section 875(7) of the New York General Municipal Law (“GML”) requires the Agency to post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York 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 Company feels that there are elements of the Project or information about the Company in the Agency’s possession 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 Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this

Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 20th day of February, 2018.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name:

Title:

ASCENSION GAMING NETWORK, INC.

By: _____

Name:

Title:

FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 20, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by _____ and upon the roll being duly called, the following members were:

PRESENT:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____ and seconded by _____:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

WHEREAS, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, Ascension Gaming Network, Inc., a New York business corporation, or an entity to be formed (the "**Company**"), by application dated January 8, 2018 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 45,000 square feet of improved property located at 441 South Salina Street, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of approximately 15,000 square feet for use as an e-commerce fulfillment center (where on-line orders are sorted, packed and shipped) and approximately 30,000 square feet for use as Class A office space to support the foregoing and the underlying business of the Company (collectively, the "**Facility**") all located on the Land; (iii) the acquisition and installation in and at the Land and Facility of

furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, renovation, equipping and completion of the Project Facility; and (D) the sublease of the Land and Facility by the Agency pursuant to a sublease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the (sub)sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency has examined the EAF prepared by the Company in order to classify the Project and has determined that the Project constitutes a “Type II” action as that term is defined under SEQRA, and therefore no further review is required; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on February 20, 2018 pursuant to Section 859-a of the Act, notice of which was originally published on February 8, 2018, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated February 6, 2018; and

WHEREAS, the Agency adopted a resolution on January 16, 2018 (the “*Inducement Resolution*”) entitled:

RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY

which resolution is in full force and effect and has not been amended or modified; and

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies all of its prior resolutions adopted in conjunction with the Project, including but not

limited to the Inducement Resolution and all other action with respect to the Project and Financial Assistance taken by the Agency, and makes the following findings and determinations:

(a) The acquisition of a controlling interest in the Project Facility by the Agency, the granting of the Financial Assistance and the designation of the Company as the Agency's agent for completion of the Project will be an inducement to, and permit, the Company to develop and operate the Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the "**City**") in furtherance of the purposes of the Act.

(b) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

(c) The commitment of the Agency to provide Financial Assistance to the Company will enable and induce the Company to renovate, equip and complete the Project Facility.

(d) The acquisition, renovation, equipping and completion of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Project.

(e) The Project Facility constitutes a "project" within the meaning of the Act.

(f) It is desirable and in the public interest for the Agency to grant Financial Assistance in connection with the Project.

Section 2. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

Section 3. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 4. Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement, and the Agreement (each as defined in the Inducement Resolution), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease the Land and Facility from the Company pursuant to a lease agreement between the Agency and the Company (the “*Company Lease*”); acquire an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); and sublease the Project Facility to the Company pursuant to a sublease agreement (the “*Agency Lease*”); (C) secure the Company’s borrowings with respect to the Project Facility by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company’s lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

Section 5. The Chairman, Vice Chairman, the Executive Director, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

Section 6. The Agency’s participation in any of the documents referenced herein, or the granting of the approved Financial Assistance, is contingent upon counsel for the Agency’s review and the Chairman, Vice Chairman and/or Executive Director’s approval of, all documents requested or required by the Agency in connection with the Project Facility, as well as the Company’s execution of the Agreement (as defined in the Inducement Resolution) and all other documents required by the Agency to effectuate the intent of this Resolution and as required in similar transactions.

Section 7. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 8. Counsel to the Agency is hereby authorized to work with the Company and others to prepare, for submission to the Chairman and/or Vice Chairman, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

Section 9. The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorneys fees.

Section 10. The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 11. This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on February 20, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this ____ day of February, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

City of Syracuse
Industrial Development Agency
201 East Washington Street
Syracuse, NY 13202
Tel (315) 473-3275

EXECUTIVE SUMMARY

Agenda Item: 5

Title: Steri-Pharma LLC

Requested By: Sue Katzoff

OBJECTIVE: Approval of a resolution authorizing an extension of the term of the Infrastructure Agreement entered into between the Agency and the Company by an additional 30 days from February 28, 2018 until March 31, 2018.

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

SUMMARY: In May of 2017 the Board of Directors approved assistance to the Company for an expansion of its West Street pharmaceutical facility. The Company proposes construction of an 18,500 sq. ft. addition to the existing plant, and major site improvements to accommodate the expansion including the stabilization of a retaining wall along Onondaga Creek, utility work, and a covered corridor to connect the two buildings. Project cost is estimated to be \$33,217,787. The Company was approved for benefits in the form of a mortgage tax exemption of \$377,328, a sales tax exemption of \$712,972 and a PILOT agreement, and anticipates 82 new hires as a result of the expansion. In the interim in order to commence critical repairs required by the City of Syracuse centered around the failing retaining wall, the Company requested and the Board approved a temporary sales tax appointment and infrastructure agreement expiring February 28, 2018 agreeing to dedicate a portion of the Agency fee in this matter to assist the Company with the required emergency repairs in the public right of way along Onondaga Creek directly abutting the Company's facility. The work is complete however an extension of 30 days is requested in order to give the parties time to close the transactions.

ATTACHMENTS:

1. Infrastructure Agreement
2. Resolution.

REVIEWED BY:

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

Meeting: February 20, 2018

Prepared By: J. A. DeLaney

**INFRASTRUCTURE AGREEMENT
STERI-PHARMA, LLC (Project)**

This Infrastructure Agreement (the “*Agreement*”) is made as of the 1st day of December, 2017, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the “*Agency*”), and **STERI-PHARMA, LLC** a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of New York and Delaware, with offices at 429 South West Street, Syracuse, New York 13202 (the “*Company*”).

WITNESSETH:

WHEREAS, by resolution adopted by the Agency on May 16, 2017 (the “*Inducement Resolution*”), the Agency undertook a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 2 acres of real property improved by an approximately 73,000 sq. ft. building (the “*Existing Building*”) located at 429 South West Street, in the City of Syracuse, New York (“*Parcel 1*”) and approximately 8,100 sq. ft of unimproved land located at 100 Tully St, in the City of Syracuse, New York (“*Parcel 2*” and together with Parcel 1, collectively the “*Land*”); (ii) the construction of a new approximately 18,500 square foot building on Parcel 1 to create a second sterile powder filling line and increase warehouse capacity through the construction of new clean rooms, sterile production and filing areas, all for use in antibiotic manufacturing (the “*New Building*”); (iii) renovations to the Land consisting of improvements to utilities including slip-lining of a main sewer trunk; repair of retaining wall which supports the Existing Building; construction of a covered corridor to connect the Existing Building and the New Building, all located on the Land (collectively, the “*Facility*”); and (iv) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “*Financial Assistance*”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, at the time of the Approving Resolutions, the Company did not have title to Parcel 2 but agreed to obtain fee title before closing on the lease transaction with the Agency; and

WHEREAS, a portion of Parcel 1, Parcel 2 and the Right of Way (defined below) intersect and form a portion of the retaining wall and is in significant disrepair; and

WHEREAS, the current owners of Parcel 2 are delinquent on their property taxes and not responsive to the City of Syracuse, New York’s (the “*City*”) demands relative to certain code violations on Parcel 2; and

WHEREAS, on or about September 1, 2017, the City adopted an emergency declaration (the “**Emergency Declaration**”) determining that Parcel 2 was unfit for human habitation and dangerous to human life and should be immediately demolished. The Declaration further found that the property constituted an immediate danger to the health, safety and welfare of the general public and ordered its emergency demolition; and

WHEREAS, contemporaneously with the issuance of the Emergency Declaration, the City similarly issued an emergency declaration for Parcel 1 as well with respect to that portion of Parcel 2 that intersects with Parcel 1 and the Right of Way (as defined herein); and

WHEREAS, upon information and belief, as a result of the Emergency Declaration, the City has the authority to permit the Company to undertake the any and all necessary repairs on Parcel 2 to effectuate the repair of hazardous conditions, including but not limited to the retaining wall (which forms a part of the Project); and

WHEREAS, the Company has agreed to undertake the work necessary to repair the retaining wall and the related infrastructure on both Parcel 1, Parcel 2 and in the Right of Way (as defined below) along Onondaga Creek (the “**Infrastructure Work**”); and

WHEREAS, the Company now has authority to enter onto Parcel 2 and undertake the Infrastructure Work; and

WHEREAS, the Infrastructure Work is critical to ensure: (i) that the support for the foundation of the Facility does not collapse thereby jeopardizing the Project and all of the current and proposed jobs resulting from the Facility; and (ii) that the public right of way (the “**Right of Way**”) and the continued flow of Onondaga Creek especially during wet weather events is maintained; and

WHEREAS, at the request of the Company, by resolution duly adopted on September 19, 2017 (the “**Resolution**”), the members of the Agency approved, in accordance and subject to the terms hereof and the Resolution, the dedication of all or a portion of its administrative fee (to the extent remitted by the Company) otherwise earned on the Project to pay for the costs of the Infrastructure Work associated with the foregoing in an amount equal to *the lesser of*: (i) the total cost of the Infrastructure Work as evidenced by invoices and receipts; or (ii) the Agency’s administrative fee, *actually paid to the Agency*, associated with the Project in an amount not to exceed \$333,177.00¹ (the “**Proceeds**”) to offset the costs of the Infrastructure Work and facilitate the completion of the Project while at the same time helping preserve that portion of the public right of way and eliminate a hazardous condition; and

WHEREAS, the Proceeds are to be disbursed in accordance with the terms hereof and in

¹ \$331,177.00 represents the total administrative fee owed to the Agency for undertaking the Project which, barring any event of default, would be paid at closing on the lease transaction with the Agency (the “**Closing**”). However, the Company requested, and the Agency approved, the separate execution and delivery of an agreement temporarily appointing the Company as the Agency’s agent for purposes of undertaking and completing the Project prior to the Closing. In exchange for granting the temporary appointment, the Company agreed to pay .25% of the Agency’s administrative fee, or \$82,794.00, at that time. As such, the amount of the Proceeds available hereunder for the Infrastructure Work, prior to the Closing, is limited to the .25% of the Agency’s administrative fee actually paid; namely \$82,794.00.

no event shall exceed \$333,177.00 to pay for all or a portion of the costs associated with the Infrastructure Work; and

WHEREAS, the Project will promote economic development within the City and further the health and welfare of the inhabitants of the City; and

WHEREAS, the Company has advised the Agency that unless the Infrastructure Work is completed in a timely manner, the Project is in jeopardy; and

WHEREAS, the Agency's dedication of the Proceeds in connection with the Project will assist the Agency in: (i) advancing the job opportunities, health, general prosperity and economic welfare of the people of the City and the State of New York; (ii) improving the prosperity and standard of living of the residents of the City; and (iii) help prevent economic deterioration in the City.

NOW, THEREFORE, the parties do hereby agree as follows:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

SECTION 2. PROCEEDS.

(a) **The Commitment.** Subject to the terms and conditions of this Agreement, the Agency hereby agrees to provide funds to the Company in an aggregate principal amount not to exceed Three Hundred Thirty-Three Thousand One Hundred Seventy-Seven Dollars (\$333,177.00). The Proceeds shall be available for use in accordance with the terms hereof solely for the Infrastructure Work up through and including February 28, 2018. Any portion of the Proceeds not requisitioned on or before that date shall no longer be available to the Company for use and the Company shall have no claim to any such Proceeds or against the Agency relating to same.

(b) **Use of Proceeds.** The Proceeds shall be used by the Company solely in connection with the Infrastructure Work. Unless otherwise expressly authorized by the Agency in writing, Company shall cause the Proceeds to be utilized for no other purpose than that consistent with the intent of this Agreement and the Resolution.

(c) **Disbursement of Proceeds and Conditions.** The disbursement of any Proceeds under the terms of this Agreement are conditioned upon the execution and delivery, by an authorized member of the Company, of this Agreement and a Requisition (as defined herein). The Proceeds shall be disbursed to the Company, or its designee, to pay costs associated with the Infrastructure, as set forth hereinabove, and in the Resolution, upon submission by the Company of one or more requisitions, in the form attached hereto at **Exhibit "A"**, with supporting documentation reasonably acceptable to the Agency (the "**Requisition**"), evidencing such cost(s). Upon receipt of such documentation, the Agency shall disburse to the Company, or its designee, so much of the Proceeds to cover the demonstrated cost(s) within thirty (30) days of its receipt of such proof. As part of the Requisition, and as a condition precedent to the disbursement of any Proceeds, the Company shall verify that it had the requisite authority to undertake the work for which reimbursement is sought, including all necessary permits, and that the costs set forth in the Requisition were used for or in connection with the Project. In addition, notwithstanding

anything herein to the contrary, no disbursement of Proceeds shall be made if at the time of the submission of the Requisition there is: (i) any amounts are due to the Agency for its administrative fees or legal fees associated with the Project or the Infrastructure Work; (ii) an event or circumstance has occurred or exists which constitutes, or with the giving of notice or passage of time, would constitute, an event of default on the part of the Company under this Agreement or any other document executed by the Company and/or the Agency in conjunction with the Project or the Infrastructure Work (the “*Transactional Documents*”); or (iii) the Company has failed to demonstrate, to the reasonable satisfaction of the Agency, that the costs for which the Requisition has been submitted have been incurred by the Company in connection with the Infrastructure Work.

SECTION 3. COVENANTS. The Company represents to the Agency that: (a) it has obtained all approvals required in connection with, and has full legal power and authority to, enter into this Agreement and accept the monies hereunder as evidenced by its resolution attached hereto at **Exhibit “B”**; (b) the execution and delivery of this Agreement and the payment of the Proceeds to the Company for use to pay costs incurred with respect to the Infrastructure Work: (i) will be an inducement to the Company to continue to undertake and complete the Infrastructure Work and the Project and to improve the level and quality of the condition of the City; and (ii) will help prevent economic deterioration, help promote new jobs in the area, enhance the general prosperity and economic welfare of the people of the City in furtherance of the purposes of the Act; (c) the Company shall complete the Infrastructure Work regardless of whether the cost of such completion exceeds the amount of available Proceeds; (d) the Company shall provide to the Agency, as evidence of completion of the Infrastructure Work, receipt of written notice of completion by any and all governmental agencies from which permits or approvals were required to undertake the Infrastructure Work; (e) the Infrastructure Work shall be complete prior to February 28, 2018; and (f) the Company acknowledges and agrees with the availability of the Proceeds as set forth in footnote 1 hereinabove.

SECTION 4. UNDERTAKINGS BY THE AGENCY. Based upon the statement, representations and undertakings of the Company, and subject to the conditions set forth herein, the Agency:

(a) has determined that providing the Proceeds to the Company for the Infrastructure Work will promote and further the purposes of the Act.

(b) the Agency shall pay the Proceeds to the Company in accordance with the terms of this Agreement and the Resolution.

SECTION 5. REPRESENTATIONS AND INDEMNIFICATION. In order to induce the Agency to enter into this Agreement and provide the Financial Assistance, the Company hereby agrees, represents and warrants to the Agency that:

(a) **No Legal Bar.** The execution, delivery and performance of this Agreement will not violate any provision of any existing law or regulation or of any order or decree of any court or governmental instrumentality, or any of the Company’s Articles of Organization or Operating Agreement, or any mortgage, indenture, contract or other agreement to which the Company is a party or by which the Company and any of its property or assets may be bound.

(b) **Indemnification.** The Company hereby agrees to hold the Agency, its agents, employees, successors and assigns harmless from any and all claims, demands, causes of action, administrative action, judgment, costs or expenses (including, but not limited to reasonable attorney's fees) that may be asserted against the Agency with regard to this Agreement or the Proceeds provided to the Company hereunder.

(c) **Compliance with Laws.** The Company agrees that, for the term of this Agreement, it shall: (a) comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the purposes to which the Proceeds are applied; and (b) no funds received from the Agency shall be: (i) used for the purpose of preventing the establishment of an industrial or manufacturing plant; (ii) given to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant; (iii) used for advertising or promotional materials which depict elected or appointed governmental officials in either print or electronic media; or (iv) for any other purpose not specifically provided for herein.

(d) **Books and Records.** The Company will keep or cause to be kept proper books and records and accounts in which full, true and correct entries will be made of the receipt of any portion of the Proceeds hereunder and the application to eligible costs and expenses hereunder in accordance with generally accepted principles of governmental accounting consistently applied. The Company will furnish or cause to be furnished to the Agency a report on or before January 1, 2018 and quarterly thereafter, or sooner as may be requested by the Agency in writing, of the application of the Proceeds and such additional information as the Agency may reasonably request concerning the use of the Proceeds in order to enable the Agency to determine whether the covenants, terms and provisions of this Agreement have been complied with by the Company. For that purpose all pertinent books, documents and vouchers relating to the purposes and use of Proceeds will, to the extent permitted by law, be at all times during regular business hours, available for inspection by the Agency or its accountant or other agent (who may make copies of all or any part thereof) as may from time to time be designated by the Agency.

(e) **Use of Proceeds.** If the Company, or its designee, shall fail to apply any portion of the Proceeds to the specific purpose set forth herein ("***Misapplied Funds***") and such failure continues for fifteen (15) days after written notice from the Agency, the Company shall immediately repay any Misapplied Funds to the Agency and shall forfeit any right to any unspent Proceeds. The Company further acknowledges that in the event of such misapplication, the Agency shall have the right to suspend the performance of its own obligations hereunder in respect of any then undisbursed Proceeds.

SECTION 6. CONDITIONS. The Agency's obligation to make advances of the Proceeds hereunder is subject to the following conditions precedent to each advance unless waived in writing by the Agency:

(a) **Compliance with this Agreement.** Prior to each disbursement under this Agreement, the Company shall have complied, and then be in compliance, with all the terms, conditions, covenants, representations and warranties herein set forth, and there shall exist no event of default under this Agreement or any Transactional Document. In addition, the Company shall have submitted a Requisition to the Agency, in accordance with Section 2(c) hereof, in form and substance reasonably acceptable to the Agency.

(b) **Opinion of Company's Counsel.** At the time of the execution of this Agreement, and at the time of each Requisition, Counsel for Company shall have delivered to the Agency, in form and substance reasonably satisfactory to the Agency and its counsel, an opinion that: (1) the Company has the power to execute and deliver this Agreement; (2) all the Company's action has been properly authorized; (3) neither the Company's Articles of Organization or Operating Agreement, nor any amendments thereto, prevents such action by the Company; (4) the Company has complied with all local, state and federal statutes, rules, ordinances and laws with respect to the Project.

(c) **No Default.** The Company shall represent and warrant, as of the date of each Requisition, that there is no continuing Event of Default under this Agreement or the Transactional Documents.

(d) **Other.** The Company shall provide to the Agency, such other information and documentation related to the Project as the Agency may reasonably request, including copies of any and all interim and final reports generated by any contractor in connection with the Project.

SECTION 7. REPORTING REQUIREMENTS. The Company hereby covenants that for five (5) consecutive years after the final disbursement of the Proceeds, the Company will, unless otherwise consented to in writing by the Agency:

(a) **Inspection of Property, Books and Records.** Permit the Agency or any agents or representatives thereof, at any reasonable time, to examine and to make copies and abstracts of Company's books and records of accounts with respect to the Infrastructure Work and permit the Agency to inspect the Project site.

(b) **Cooperation.** The Company shall cooperate with the Agency in promptly completing and submitting all documents and records required by the New York State Comptroller or other authorized representative of the State of New York and to otherwise comply with all orders, administrative rules, regulations, and procedures applicable to the Agency in connection with the Project.

(c) **Reporting.** Promptly upon completion of the Infrastructure Work, and from time to time thereafter as reasonably necessary, the Company shall provide documentation reasonably satisfactory to the Agency with respect to the Infrastructure Work, including but not limited to any and all payments, invoices and contracts.

SECTION 8. DEFAULT.

(a) **Events of Default.** The following shall constitute events of default hereunder:

- (1) The Company's failure to utilize the Proceeds solely for the purposes of completing the Infrastructure Work;
- (2) The Company's failure to timely complete the Infrastructure Work; or
- (3) Failure of the Company to comply with any of the terms, covenants or

conditions of this Agreement or the Transactional Documents.

(b) **Remedies upon Event of Default.**

Upon an event of default as outlined in Section 8(a) hereof (each an “*Event of Default*”), the Agency shall provide the Company with a written demand to cure providing the Company ten (10) days to cure the default or remit full payment of the Proceeds disbursed to date and waive all future distributions. If the default cannot be cured within ten (10) days, the Company shall provide proof satisfactory to the Agency that efforts to cure have been undertaken within the ten (10) days and a good faith estimate of date upon which the default shall be cured, but in no event shall the default take longer than thirty (30) days to cure unless the Agency has provided its written consent to such period beyond such thirty days. If the Company fails to cure as set forth hereinabove, the full repayment of all Proceeds disbursed to date shall be deemed immediately due and owing and shall be immediately remitted back to the Agency; and the Agency shall have no further obligation to perform hereunder with respect to any undisbursed Proceeds.

SECTION 9. MISCELLANEOUS.

(a) **Notices.** Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication under this Agreement must be in writing. Any notice or other communication shall be sufficiently given and deemed given if given by hand or reputable overnight delivery service or first-class mail, postage prepaid, addressed as specified above, when delivered.

IF TO THE COMPANY:

Steri-Pharma, LLC
429 South West Street
Syracuse, New York 13202
Attn: Andrew Mather

With a copy to:

Kevin Gilligan, Esq.
Costello, Cooney and Fearon, PLLC
500 Plum Street, Suite 300
Syracuse, New York 13204

IF TO THE AGENCY:

City of Syracuse Industrial Development Agency
City Hall Commons
201 East Washington Street, 7th Floor
Syracuse, New York 13202
Attn: Chairman

With a copy to:

Corporation Counsel
City of Syracuse
233 East Washington Street
Syracuse, New York 13202

(b) **Successors and Assigns.** This Agreement shall inure to the benefit of the Agency, the Company and their respective successors and assigns.

(c) **Amendments.** This Agreement may be amended only with the written consent of the Agency and the Company or their duly authorized agents in writing.

(d) **Jurisdiction.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York (the “*State*”) without regard to conflict of law principles.

(e) **Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(f) **Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) **Term.** This Agreement shall be effective as of the date first written above and shall terminate, subject to Section 10 herein, upon the earlier to occur of: (i) February 28, 2018; or (ii) completion of the Infrastructure Work.

(g) **Hold Harmless.** All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any covenant, stipulation, promise, agreement or obligation in this Agreement contained or otherwise based upon or in respect of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, director, officer, agent, servant or employee, as such, of the Agency or of any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Agency, it being expressly understood that this Agreement is solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Agency because of the creation of the indebtedness thereby authorized, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in this 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, director, officer, agent, servant or employee because of

the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this 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 Agreement.

Notwithstanding any provision of this Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (a) the Agency shall have been requested to do so in writing by the Company, and (b) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any member, director, officer, agent, servant or employee of the Agency) in any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

SECTION 10. SURVIVAL.

Section 8 and Section 9(g) shall survive the termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized offices as of the day and year first above written.

**THE CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT
AGENCY**

By: 
William M. Ryan, Chairman

STERI-PHARMA, LLC

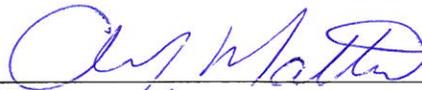
By: 
Name: Andrew J. Mather
Title: Plant Managing Director

EXHIBIT "A"

FORM OF REQUISITION FOR PAYMENT AND REIMBURSEMENT

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Dated: _____

TO: City of Syracuse Industrial Development Agency
City Hall Commons
201 East Washington Street, 7th Floor
Syracuse, New York 13202
Attention: Chairman

The undersigned, pursuant to terms of the Infrastructure Agreement (the "**Agreement**") dated as of December 1, 2017 between the City of Syracuse Industrial Development Agency (the "**Agency**") and Steri-Pharma, LLC ("**Company**"), hereby requests the disbursement of \$ _____ from the Proceeds to pay the costs of the Infrastructure Work as set forth in the Agreement and to pay such moneys to the Company, [or its designee,] in the following manner:

The attached Schedule "A" contains a complete description of all costs of the Project pertaining to this Requisition, and copies of the bills, invoices or other documents evidencing and supporting this Requisition are attached.

I hereby certify that:

- (a) I am an Authorized Representative of the Company;
- (b) the number of this Requisition is _____;
- (c) the items of cost set forth on Schedule "A" attached hereto are correct and proper under the Agreement and each such item has been properly paid or incurred as an item of cost of the Infrastructure Work;
- (d) none of the items for which this Requisition is made has formed the basis for any disbursement heretofore made from the Proceeds;
- (e) the payees and amounts stated in Schedule "A" attached hereto are true and correct and each item of cost so stated is due and owing;
- (f) no Event of Default exists and is continuing under the Agreement or the Transactional Documents, nor any condition, event or act which, with notice or lapse of time or both would constitute such an Event of Default;

(g) the representations and covenants made by the Company in the Agreement are incorporated herein by reference and continue to be true and accurate as if fully set forth herein.

(h) The Company had the requisite authority, including required permits, to undertake the Infrastructure Work, all costs set forth in this Requisition were used for or in connection with the Infrastructure Work.

(i) There are no amounts due to the Agency for its administrative fees or legal fees associated with the Infrastructure Work or the Project; no event or circumstance has occurred or exists which constitutes, or with the giving of notice or passage of time, would constitute, an Event of Default on the part of the Company under this Agreement or the Transactional Documents.

STERI-PHARMA, LLC

By: _____
Name:
Title:

Schedule "A"

DATE OF INVOICE	PAYEE	DESCRIPTION OF COST	AMOUNT OF INVOICE

Exhibit "B"

Company Resolution

**CERTIFICATE OF MEMBERS OF
STERI-PHARMA, LLC**

The undersigned, being all the members of **STERI-PHARMA, LLC**, a Delaware limited liability company (the "LLC"), do hereby certify that Exhibit "A" attached hereto is a true, complete and correct copy of resolutions adopted by the LLC at the meeting of the LLC held on December 12th, 2017, which meeting was duly called and convened and at which all members participated throughout, and we do hereby

FURTHER CERTIFY, that the undersigned are the only members of the LLC, that the attached resolutions are entered in the minutes of the proceedings of the LLC, that the attached resolutions are in full force and effect and have not been superseded, modified or amended, and that the attached resolutions are not in conflict with or contrary to any resolution or other agreement of the LLC.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 12th day of December, 2017.

MEMBERS:

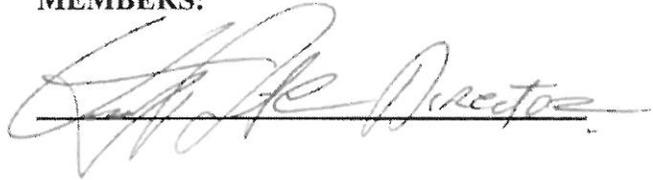




EXHIBIT "A"

**RESOLUTIONS OF MEMBERS OF
STERI-PHARMA, LLC**

RESOLVED, that **STERI-PHARMA, LLC** (the "LLC") is authorized to make an application to the City of Syracuse Industrial Development Agency (the "Agency") for the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax with respect to the Project more fully described herein; and be it further

RESOLVED, that the LLC is authorized to undertake a project (the "Project") consisting of: the acquisition of an interest in approximately 2 acres of real property improved by an approximately 73,000 sq. ft. building (the "*Existing Building*") located at 429 South West Street, in the City of Syracuse, New York ("*Parcel 1*") and approximately 8,100 sq. ft of unimproved land located at 100 Tully St, in the City of Syracuse, New York ("*Parcel 2*" and together with Parcel 1, collectively the "*Land*"); the construction of a new approximately 18,500 square foot building on Parcel 1 to create a second sterile powder filling line and increase warehouse capacity through the construction of new clean rooms, sterile production and filing areas, all for use in antibiotic manufacturing (the "*New Building*"); renovations to the Land consisting of improvements to utilities including slip-lining of a main sewer trunk; repair of retaining wall which supports the Existing Building; construction of a covered corridor to connect the Existing Building and the New Building, all located on the Land (collectively, the "*Facility*"); and the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); and be it further

RESOLVED, that the LLC is authorized to enter into an Interim Project Agreement with

the Agency to be dated as of December 1, 2017; and be it further

RESOLVED, that the LLC is authorized to enter into an Infrastructure Agreement with the Agency to be dated as of December 1, 2017; and be it further

RESOLVED, that the LLC shall transfer its interest in the furniture, fixtures and equipment to be installed in the Facility to the Agency pursuant to a bill of sale to be dated as of December 1, 2017; and be it further

RESOLVED, that the LLC will execute and deliver any and all documents otherwise necessary or appropriate to accomplish the same; and be it further

RESOLVED, that in connection with the foregoing transaction, **ANDREW MATHER**, Plant Managing Director, be, and hereby is, authorized, directed and empowered, in the name and on behalf of the LLC, to execute and deliver all necessary and proper documents reasonably required by the Agency, each such document to be in such form and substance as he may approve, such approval to be conclusively evidenced by his execution and delivery thereof and as so executed shall be binding upon the LLC; and be it further

RESOLVED, that **ANDREW MATHER**, Plant Managing Director, be, and hereby is, authorized, directed and empowered, in the name and on behalf of the LLC, to take all such other actions which in his judgment may be necessary or appropriate in connection with the foregoing transaction.



RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 20, 2018 at 8:30 a.m. in the Common Council's Chambers, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by _____ and upon the roll being duly called, the following members were:

PRESENT:

EXCUSED:

The following persons were **ALSO PRESENT:**

The following Resolution was offered by _____ and seconded by _____:

RESOLUTION APPROVING THE EXTENSION OF AN INFRASTRUCTURE AGREEMENT WITH STERI- PHARMA, LLC UNTIL MARCH 31, 2018

WHEREAS, the policy of the State of New York (the "*State*") set forth in Title 1 of Article 18-A of the General Municipal Law of the State, as amended (the "*IDA Act*"), is to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation, economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration by the creation of industrial development agencies and to protect and promote the health of the inhabitants of the State; and is the further policy of this state to protect and promote the health of the inhabitants by the conservation, protection and improvement of the natural resources and environment. The use of all such rights and powers is a public purpose essential to the public interest, and for which public funds may be expended; and

WHEREAS, City of Syracuse Industrial Development Agency (the "*Agency*") constitutes an industrial development agency established under the IDA Act and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (together with the IDA Act, the "*Act*") and is thereby authorized and empowered to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, educational or cultural facilities, railroad facilities and certain horse racing facilities, thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to, among other things, make contracts and leases; to use gifts, grants, loans or contributions for any of its corporate purposes; and to all things necessary or convenient to carry out its purposes and exercise the powers expressly given in the IDA Act; and

WHEREAS, at the request of Steri-Pharma, LLC, a Delaware limited liability company authorized to do business in the State of New York, and/or its subsidiary or an entity to be formed (the “**Company**”), on or about May 16, 2017, the Agency resolved (the “**Approving Resolutions**”) to undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 2 acres of real property improved by an approximately 73,000 sq. ft. building (the “**Existing Building**”) located at 429 South West Street, in the City of Syracuse, New York (“**Parcel 1**”) and approximately 8,100 sq. ft of unimproved land located at 100 Tully St, in the City of Syracuse, New York (“**Parcel 2**” and together with Parcel 1, collectively the “**Land**”); (ii) the construction of a new approximately 18,500 square foot building on Parcel 1 to create a second sterile powder filling line and increase warehouse capacity through the construction of new clean rooms, sterile production and filing areas, all for use in antibiotic manufacturing (the “**New Building**”); (iii) renovations to the Land consisting of improvements to utilities including slip-lining of a main sewer trunk; repair of retaining wall which supports the Existing Building; construction of a covered corridor to connect the Existing Building and the New Building, all located on the Land (collectively, the “**Facility**”); and (iv) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment (the “**Equipment**” and together with the Land and the Facility, the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (except as limited by Section 874 of the General Municipal Law) (collectively the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, reconstruction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, at the time of the Approving Resolutions, the Company did not have title to Parcel 2 but agreed to obtain fee title before closing on the lease transaction with the Agency; and

WHEREAS, a portion of Parcel 1, Parcel 2 and the Right of Way (defined below) intersect and form a portion of the retaining wall and is in significant disrepair; and

WHEREAS, the current owners of Parcel 2 are delinquent on their property taxes and not responsive to the City of Syracuse, New York’s (the “**City**”) demands relative to certain code violations on Parcel 2; and

WHEREAS, on or about September 1, 2017, the City adopted an emergency declaration (the “**Emergency Declaration**”) determining that Parcel 2 was unfit for human habitation and dangerous to human life and should be immediately demolished. The Declaration further found

that the property constituted an immediate danger to the health, safety and welfare of the general public and ordered its emergency demolition; and

WHEREAS, upon information and belief, as a result of the Emergency Declaration, the City has the authority to permit the Company to undertake the any and all necessary repairs on Parcel 2 to effectuate the repair of hazardous conditions, including but not limited to the retaining wall (which forms a part of the Project); and

WHEREAS, the Company has agreed to undertake the work necessary to repair the retaining wall and the related infrastructure on both Parcel 1, Parcel 2 and in the Right of Way (as defined below) along Onondaga Creek (the “*Infrastructure Work*”); and

WHEREAS, the Infrastructure Work is critical to ensure: (i) that the support for the foundation of the Facility does not collapse thereby jeopardizing the Project and all of the current and proposed jobs resulting from the Facility; and (ii) that the public right of way (the “*Right of Way*”) and the continued flow of Onondaga Creek especially during wet weather events is maintained; and

WHEREAS, the Project will promote economic development within the City and further the health and welfare of the inhabitants of the City; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), and by resolution adopted on May 16, 2017, the Agency determined that the Project constitutes an Unlisted Action under SEQRA and will not have a significant effect on the environment, and the Agency hereby issues a negative declaration; and

WHEREAS, the Agency and the Company executed an Infrastructure Agreement dated as of December 1, 2017 (the “*Infrastructure Agreement*”) with respect to the dedication of the Agency’s administrative fee towards the cost of the Infrastructure Work. The Infrastructure Agreement is set to terminate , upon the earlier to occur of: (i) February 28, 2018; or (ii) completion of the Infrastructure Work; and

WHEREAS, the City now owns Parcel 2 and has agreed to sell Parcel 2 to the Company; and

WHEREAS, the Agency wishes amend the Infrastructure Agreement to extend the term of the Infrastructure Agreement through and including March 31, 2018 in order to provide the City time to finalize the sale of Parcel 2 to the Company.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) The action of the Agency in amending the term of the Infrastructure Agreement is not considered a substantial change to the Project that would require further or supplemental review under SEQRA.

(2) The term of the Infrastructure Agreement is hereby extended to March 31, 2018. All other terms of the Infrastructure Agreement remain unchanged and are in full force and effect.

(3) No covenant, stipulation, obligation or agreement contained in this Resolution or any other document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. None of the members or officers of the Agency shall be liable or be subject to any personal liability or accountability by reason of the execution of any document referred to above.

(4) The Secretary of the Agency is hereby authorized to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(5) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on February 20, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104; (iii) the meeting was in all respects duly held; and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this ___ day of February, 2018.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Rickey T. Brown, Secretary

(S E A L)

City of Syracuse
Industrial Development Agency
201 East Washington Street
Syracuse, NY 13202
Tel (315) 473-3275

EXECUTIVE SUMMARY

Agenda Item: 6

Title: Executive Director – Signing Authority

Requested By: Sue Katzoff

OBJECTIVE: Approval of a resolution authorizing the Executive Director to execute and deliver documents on behalf of the Agency.

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

SUMMARY:

The Executive Director, at the direction of the Chairman and/or Vice Chairman will execute and deliver, on behalf of the Agency, any and all documents necessary to carry out the intent of any and all resolutions previously adopted by the Agency, including but not limited to the execution and delivery of lease transactional, bond and mortgage documents. Prospectively, the Executive Director will be added to all resolutions as an authorized signatory on behalf of the Agency.

ATTACHMENTS:

1. Correspondence.
2. Resolution.

REVIEWED BY:

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

Meeting: February 20, 2017

Prepared By: J. A. DeLaney

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 20, 2018, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by _____ and upon roll being called, the following members of the Agency were:

PRESENT:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____ and seconded by _____:

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER CERTAIN DOCUMENTS

WHEREAS, the City of Syracuse Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the “*Act*”), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

WHEREAS, the Agency is responsible for executing and delivering numerous documents under the Act in connection with projects undertaken by the Agency; and

WHEREAS, in an effort to provide efficiencies to the process, the Agency wishes to delegate certain authority to the Executive Director of the Agency to execute and deliver certain documents in accordance with the provisions of this Resolution.

NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. The Agency hereby and makes the following determinations:

(A) The Executive Director of the Agency is hereby authorized to finalize, execute and deliver, on behalf of the Agency, for projects approved by the Agency, all lease transactional documents executed in the normal course of the Agency's business with respect to projects induced by the Agency.

Section 3. The Secretary of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. This Resolution shall take effect immediately. A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) **SS.:**
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on February 20, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency this ___ day of February, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)