

CLOSING ITEM NO.: A-11

CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY

AND

1211 WESTERN AVE PROPERTY ASSOCIATES LLC

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF JULY 1, 2021

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED
AT 1211 WESTERN AVENUE (TAX MAP NUMBER 64.22-1-10) IN
THE CITY OF ALBANY, ALBANY COUNTY, NEW YORK .

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and is for convenience of reference only.)

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UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of July 1, 2021 (the "Uniform Agency Project Agreement") by and between CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 21 Lodge Street, Albany, New York 12207 (the "Agency") and 1211 WESTERN AVE PROPERTY ASSOCIATES LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware having an office for the transaction of business located at 100 Wall Street, New York, New York (the "Company");

WITNESSETH:

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

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

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

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 325 of the Laws of 1974 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in January, 2020, 1211 Western Ave Property Associates LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the "Application") to the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in an approximately 0.92 acre parcel of land located at 1211 Western Avenue (tax map number 64.22-1-10) in the City of Albany, Albany County, New York (the "Land"), together with an approximately 30,000 square foot building located thereon (the "Existing Facility"), (2) demolition of the Existing Facility and the construction on the Land of an approximately 190,968 square foot building (the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (the "Equipment") (the Land, the Existing Facility, the Facility, and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and operated as an approximately 136 unit residential apartment building, with approximately 1842 square feet of commercial/retail space, with a parking garage to accommodate approximately 150 parking spaces and any other directly and indirectly related

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

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on July 16, 2020 (the “Public Hearing Resolution”), the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be mailed on July 28, 2020 to the chief executive officers of the county and of each city, town, village and school district in which the Project is to be located, (B) caused notice of the Public Hearing to be posted on August 4, 2020 on a bulletin board located at City of Albany City Hall located at 24 Eagle Street in the City of Albany, Albany County, New York, (C) caused notice of the Public Hearing to be published on August 1, 2020 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, Albany County, New York, (D) as a result of the ban on large meetings or gatherings pursuant to Executive Order 202.1 and the suspension of the Open Meetings Law relating to public hearings pursuant to Executive Order 202.15, each as issued by Governor Cuomo in response to the novel Coronavirus (COVID-19) pandemic, conducted the Public Hearing on August 12, 2020 at 12:00 o’clock p.m., local time electronically via conference call and zoom video conference rather than in person, and (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on September 17, 2020 (the “SEQR Resolution”), the Agency (A) concurred in the determination that the City of Albany Planning Board (the “Planning Board”) is the “lead agency” with respect to SEQRA and (B) acknowledged receipt of a negative declaration from the Planning Board issued on February 26, 2019 (the “Negative Declaration”), in which the Planning Board determined that the Project would not have a significant adverse environmental impact on the environment, and therefore, that an environmental statement need not be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on January 16, 2020 (the “Commercial/Retail Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) found that although the Project Facility appears to constitute a project where facilities or properties that are primarily used in making the retail sales of goods or services to customers who personally visit such facilities may constitute more than one-third of the costs of the Project, the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act because the Project Facility is located in a highly distressed area, (C) determined, following a review of the Hearing Report, that the Project would serve the public purposes of the Act by preserving permanent private sector jobs in the State of New York, and (D) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; provided however, that no financial assistance would be provided to the Project by the Agency unless and until the Mayor of City of Albany, as chief executive officer of City of Albany, New York, pursuant to Section 862(2)(c) of the Act, confirmed the proposed action of the Agency with respect to the Project; and

WHEREAS, in connection with the Application, the Company made a request to the Agency to deviate from its uniform tax exemption policy (the "Pilot Request") and pursuant to the Pilot Request, by resolution adopted by the members of the Agency on September 17, 2020 (the "Pilot Deviation Approval Resolution"), the members of the Agency determined to deviate from the Agency's uniform tax exemption policy with respect to the Project; and

WHEREAS, pursuant to the Pilot Request, the Agency will enter into two (2) separate payment in lieu of tax agreements, each payment in lieu of tax agreement attributable to the residential portion of the Project and the commercial portion of the Project. The residential portion of the Project (the "Residential Project") will consist of (A) the construction on the Land of approximately 186,923 square feet of the Facility (the "Residential Facility") and the acquisition and installation of the portion of the Equipment attributable to the Residential Facility (the "Residential Equipment" and collectively with the Land and the Residential Facility, the "Residential Project Facility"). The commercial portion of the Project (the "Commercial Project") will consist of (A) construction on the Land of approximately 2,137 square feet of the Facility (the "Commercial Facility") and the acquisition and installation therein and thereon of the portion of the Equipment attributable to the Commercial Facility (the "Commercial Equipment" and collectively with the Land and the Commercial Facility, the "Commercial Project Facility"); and

WHEREAS, by further resolution adopted by the members of the Agency on September 17, 2020 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of July 1, 2021 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, by certificate dated April 5, 2021 (the "Public Approval"), the Mayor, as chief executive officer of the City of Albany, New York, confirmed the proposed action to be taken by the Agency with respect to the Project for the purposes of Section 862(2)(c) of the Act; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of July 1, 2021 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (2) a certain license agreement dated as of July 1, 2021 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a certain bill of sale dated as of July 1, 2021 (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency will execute and deliver (1) certain payment in lieu of tax agreements dated as of July 1, 2021 (collectively, the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform agency project agreement dated as of July 1, 2021 (the "Uniform Agency Project Agreement") relating to the granting of the Financial Assistance by the Agency to the Company, (C) the Agency will file with the

assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

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

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

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

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

ARTICLE I

DEFINITIONS

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

“Application” means the application submitted by the Company to the Agency in January, 2020 with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

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

“Commercial Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of July 1, 2021 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Commercial Project Facility, as such agreement may be amended or supplemented from time to time.

“Completion Date” means the earlier to occur of (A) December 31, 2023 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Community Commitments” means the community commitments described in Schedule F to this Uniform Agency Project Agreement.

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

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

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

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

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

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

“Initial Employment Plan” means the initial plan, based on the employment projections contained in the Application, regarding the number of people expected to be employed at the Project Facility and certain other matters, in substantially the form attached as Exhibit G to the Lease Agreement.

“Land” means an approximately 0.92 acre parcel of land located at 1211 Western Avenue (tax map number 64.22-1-10) in the City of Albany, Albany County, New York.

“Lease Agreement” means the lease agreement dated as of July 1, 2021 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means collectively, the Residential Payment in Lieu of Tax Agreement and the Commercial Payment in Lieu of Tax Agreement.

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

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

“Recapture Events” shall mean the following:

- (1) failure to complete the acquisition, construction, and installation of the Project Facility;
- (2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application or Initial Employment Plan;
- (3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;
- (4) relocation of all or substantially all of Company’s operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;
- (5) transfer of jobs equal to at least fifteen percent (15%) of the Company’s Employment Level out of the City of Albany, New York;
- (6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;
- (7) sublease of all or part of the Project Facility in violation of the Basic Documents;

(8) a change in the use of the Project Facility, other than as residential/commercial/retail facility and other directly and indirectly related uses;

(9) failure by the Company to provide, or cause to be provided, the “Community Commitments” described in Section 3.01(B)(3) hereof; or

(10) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 90% of the Total Project Costs as set forth in the Application.

“Recapture Period” means the approximately twenty (20) year period ending on December 31, 2041.

“Residential Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of July 1, 2021 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Residential Project Facility, as such agreement may be amended or supplemented from time to time.

SECTION 1.02. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

ARTICLE III
COVENANTS AND AGREEMENTS

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

- | | |
|---|---------------------|
| (1) sales and use tax exemptions: | <u>\$1,000,000</u> |
| (2) a mortgage recording tax exemption: | <u>\$320,000</u> |
| (3) a real property tax exemption: | <u>\$12,845,169</u> |

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

(1) That the Project is described as follows: (a) the acquisition of an interest in an approximately 0.92 acre parcel of land located at 1211 Western Avenue (tax map number 64.22-1-10) in the City of Albany, Albany County, New York (the "Land"), together with an approximately 30,000 square foot building located thereon (the "Existing Facility"), (b) demolition of the Existing Facility and the construction on the Land of an approximately 190,968 square foot building (the "Facility") and (c) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (the "Equipment") (the Land, the Existing Facility, the Facility, and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and operated as an approximately 136 unit residential apartment building, with approximately 1842 square feet of commercial/retail space, with a parking garage to accommodate approximately 150 parking spaces and any other directly and indirectly related activities.

(2) That the Project will furnish the following benefits to the residents of City of Albany, New York (the "Public Benefits"): as described in Exhibit A to the Approving Resolution.

(3) That the Company will provide, or cause to be provided, the Community Commitments described in Schedule F hereof.

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

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be

contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

(E) Application. The Company represents and warrants that the information contained in the Application is true and correct.

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

(A) Filing – Closing. To file with the Agency, prior to the Closing Date, the Initial Employment Plan.

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

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

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

(E) Employment Level. (1) To maintain, as described in the Application or Initial Employment Plan, the following employment level (the “Employment Level”) during the term of the Uniform Agency Project Agreement, beginning no later than two (2) years after the Completion Date:

| Year | Total Employees |
|---------------------|----------------------------------|
| 2021-2023 | Not Applicable |
| 2024 and thereafter | 5 Full Time Equivalent Employees |

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

(b) In the event that some or all of the Full Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the

responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

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

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

(G) Information. Whenever requested by the Agency, to provide and certify or cause to be provided and certified by third party vendors, such information concerning the Company, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to verify and confirm the reports submitted by the Company pursuant to this Uniform Agency Project Agreement.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an "Event of Default" under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

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

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility (the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

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

(C) The Agency will send to the Lender copies of all written notices of Events of Default sent by the Agency to the Company.

(D) The Agency acknowledges and agrees that the Lender shall have the right, but not obligation, to cure any Events of Default hereunder which the Lender deems fit to cure to maintain this Uniform Agency Project Agreement as enforceable and in full force and effect.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the "Project Financial Assistance"), all in accordance with the terms of this Section 4.03. The Company hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

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

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

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project (i.e., excluding the transit authority portion of the mortgage recording tax which the Agency has not provided an exemption); and

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

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

| Year | Amount of Recapture |
|-------------|--|
| 2021 | 100% of the Project Financial Assistance |
| 2022 | 100% of the Project Financial Assistance |
| 2023 | 95% of the Project Financial Assistance |
| 2024 | 90% of the Project Financial Assistance |
| 2025 | 85% of the Project Financial Assistance |
| 2026 | 80% of the Project Financial Assistance |
| 2027 | 75% of the Project Financial Assistance |
| 2028 | 70% of the Project Financial Assistance |
| 2029 | 65% of the Project Financial Assistance |
| 2030 | 60% of the Project Financial Assistance |
| 2031 | 55% of the Project Financial Assistance |
| 2032 | 50% of the Project Financial Assistance |
| 2033 | 45% of the Project Financial Assistance |
| 2034 | 40% of the Project Financial Assistance |

| | |
|------|---|
| 2035 | 35% of the Project Financial Assistance |
| 2036 | 30% of the Project Financial Assistance |
| 2037 | 25% of the Project Financial Assistance |
| 2038 | 20% of the Project Financial Assistance |
| 2039 | 15% of the Project Financial Assistance |
| 2040 | 10% of the Project Financial Assistance |
| 2041 | 5% of the Project Financial Assistance |
| 2042 | 0% of the Project Financial Assistance |

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2041.

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

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

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

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

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

IF TO THE COMPANY:

1211 Western Ave Property Associates LLC
100 Wall Street
New York, New York 10005
Attention: Ariel Hai, Authorized Representative

WITH A COPY TO:

Whiteman Osterman & Hanna, LLP
One Commerce Plaza
Albany, New York 12260
Attention: Robert M. Gach, Esq.

IF TO THE AGENCY:

City of Albany Industrial Development Agency
21 Lodge Street
Albany, New York 12207
Attention: Chair

WITH A COPY TO:

Office of the Corporation Counsel
City Hall, Eagle Street - Room 106
Albany, New York 12207
Attention: Marisa Franchini, Esq.

and

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

IF TO THE LENDER:

Northwest Bank
100 Liberty Street
Warren, Pennsylvania 16365
Attention: _____

WITH A COPY TO:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Timothy M. Fitzgerald, Esq.

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

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

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

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

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

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

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

CITY OF ALBANY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
(Vice) Chair

1211 WESTERN AVE PROPERTY ASSOCIATES
LLC

BY: _____
Authorized Officer

SPECIAL PROJECT CERTIFICATION

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

1211 WESTERN AVE PROPERTY
ASSOCIATES LLC

BY: _____
Authorized Officer

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

CITY OF ALBANY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
(Vice) Chair


1211 WESTERN AVE PROPERTY ASSOCIATES
LLC

BY: 
Authorized Officer

SPECIAL PROJECT CERTIFICATION

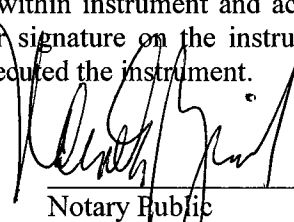
As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

1211 WESTERN AVE PROPERTY
ASSOCIATES LLC

BY: 
Authorized Officer

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

On the 29th day of July, in the year 2021, before me, the undersigned, personally appeared TRACY L. METZGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Nadene E. Zeigler
Notary Public, State of New York
Qualified in Albany County
No. 02ZE5050898
Commission Expires October 23, 2021

STATE OF NEW YORK)
COUNTY OF New York) ss.:
)

On the 28 day of July, in the year 2021, before me, the undersigned, personally appeared Yuanliu He, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Indira Basu

Notary Public

INDIRA BASU
NOTARY PUBLIC
State of New Jersey
ID # 50117765
My Commission Expires 12/13/2024

SCHEDULE A
NYS-45
QUARTERLY REPORT

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

Reference these numbers in all correspondence:

UI Employer
registration number

Withholding
Identification number

| | | |
|--|--|--|
| | | |
|--|--|--|

Employer legal name:

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

Jan 1 - ☐ Apr 1 - ☐ July 1 - ☐ Oct 1 - ☐ Year

Are dependent health insurance benefits available to any employee?

If seasonal employer, mark an X in the box

| a. First month | b. Second month | c. Third month |
|----------------|-----------------|----------------|
| | | |

..... **For office use only**
Postmark

Received date

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

Part A - Unemployment Insurance (UI) Information

- | | | |
|---|--|--------------------|
| 1. Total remuneration paid this quarter | | 00 |
| 2. Remuneration paid this quarter in excess of the UI wage base since January 1 (see instr.) | | 00 |
| 3. Wages subject to contribution (subtract line 2 from line 1) | | 00 |
| 4. UI contributions due Enter your UI rate <input type="text"/> % | | |
| 5. Re-employment service fund (multiply line 3 x .00075) | | |
| 6. UI previously underpaid with interest | | |
| 7. Total of lines 4, 5, and 6 | | |
| 8. Enter UI previously overpaid | | |
| 9. Total UI amounts due (if line 7 is greater than line 8, enter difference) ... | | |
| 10. Total UI overpaid (if line 8 is greater than line 7, enter difference and mark box 11 below)* | | |
| 11. Apply to outstanding liabilities and/or refund <input type="checkbox"/> | | |
| | | 21. Total payments |

Part B - Withholding tax (WT) information

- | | | |
|--|--------------------------|----------------------|
| 12. New York State tax withheld | <input type="text"/> | <input type="text"/> |
| 13. New York City tax withheld | <input type="text"/> | <input type="text"/> |
| 14. Yonkers tax withheld | <input type="text"/> | <input type="text"/> |
| 15. Total tax withheld (add lines 12, 13, and 14) | <input type="text"/> | <input type="text"/> |
| 16. WT credit from previous quarter's return (see inst.) | <input type="text"/> | <input type="text"/> |
| 17. Form NYS-1 payments made for quarter | <input type="text"/> | <input type="text"/> |
| 18. Total payments (add lines 16 and 17) | <input type="text"/> | <input type="text"/> |
| 19. Total WT amount due (if line 15 is greater than line 18, enter difference) | <input type="text"/> | <input type="text"/> |
| 20. Total WT overpaid (if line 16 is greater than line 15, enter difference here and mark an X in 20a or 20b)* | <input type="text"/> | <input type="text"/> |
| 20a. Apply to outstanding liabilities and/or refund | <input type="checkbox"/> | or |
| 20b. Credit to next quarter withholding tax | <input type="checkbox"/> | |
- due (add lines 9 and 19; make one
to NYS Employment Contributions

*** An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other.**

Complete Parts D and E on back of form, if required.

Part C – Employee wage and withholding information

Quarterly employee/payee wage reporting and withholding information

(If more than five employees or if reporting other wages, do not make entries in this section; complete Form NYS-45-ATT.
Do not use negative numbers; see instructions.)

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

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

Signature (see instructions)

Signer's name (please print)

| Title |
|-------|
|-------|

Date _____

Telephone number

Withholding
identification number



Part D - Form NYS-1 corrections/additions

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

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

Part E - Change of business information

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

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

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

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

| | |
|------------|-----|
| Legal name | EIN |
| Address | |

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

| | | | | | |
|------------------------|---|---------|--------------------|------------------------|--------------------|
| Paid preparer's use | Preparer's signature | Date | Preparer's NYTPRIN | Preparer's SSN or PTIN | NYTPRIN excl. code |
| | Preparer's firm name (or yours, if self-employed) | Address | Firm's EIN | Telephone number | |
| Payroll service's name | | | | Payroll service's EIN | |

Checklist for mailing:

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

Mail to:

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

NYS-45 (1/19) (back)

SCHEDULE B

RECAPTURE BENEFITS POLICY

PART 25

POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SECTION 2501. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to outline the procedures utilized by City of Albany Industrial Development Agency (the "Agency") to review compliance with (1) the requirements of the Agency relating to job creation and/or retention, other expected public benefits and reporting and (2) the requirements of the State of New York (the "State") relating to sales tax exemptions and reporting.

(B) The Agency was created pursuant to Section 903-a of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the "Act") for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of the City of Albany and the State. Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity, and economic welfare of the residents of the City of Albany, New York (the "City") and of the State.

(C) The Agency has been advised that a number of other industrial development agencies have adopted policies that (1) contain provisions allowing the industrial development agency to recapture certain financial benefits provided by said agency to a project applicant if said project applicant does not fulfill certain job creation promises contained in its application or fails to fulfill certain other promises made to said agency and (2) allow said agency to take into account exigent circumstances in deciding whether to exercise these provisions respecting the recapture of said financial benefits.

(D) Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), enacted March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive sales tax exemptions.

(E) The new sales tax recording and reporting requirements required by the 2013 Budget Law include the following: (1) a requirement to keep records of the amount of sales tax benefits provided to each project and make those records available to the State upon request; (2) a requirement to report to the State, within 30 days after providing financial assistance, the amount of sales tax benefits intended to be provided to a project; and (3) a requirement that the Agency post on the internet and make available without charge copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes. A project operator ("Project Operator") is appointed by the Agency through the filing of form ST-60 with the New York State Department of Taxation and Finance.

(F) The 2013 Budget Law requires that the Agency recapture State sales tax benefits where: (1) the project is not entitled to receive those benefits; (2) the exemptions exceed the amount authorized or are claimed for unauthorized property or services; or (3) the Project Operator failed to use property or services in the manner required by its agreements with the Agency.

(G) For purposes of this Policy, with respect to a particular calendar year and a particular project, the term "financial assistance" shall include the following:

(1) Proceeds of debt obligations issued by the Agency with respect to said project have been disbursed during the calendar year in question.

(2) Any tax exemption or abatement (a) which may have directly or indirectly benefitted the project or Project Operator shall during such calendar year and (b) which resulted from (i) the Agency's title to, possession of or, control of or other interest in said project, or (ii) the designation by the Agency of said project occupant (or any sublessee, contractor, supplier or other operator of the project) as an agent of the Agency.

(3) Any grant made by the Agency with respect to said project or Project Operator shall during such calendar year.

(4) Any loan made by the Agency with respect to said project or Project Operator shall during such calendar year.

(H) For purposes of this Policy, with respect to a particular project, the term "Project Agreements" shall mean the project documents between the Agency and an applicant with respect to the applicant's project. In addition to a lease agreement or installment sale agreement between the Agency and the applicant, the Project Agreements may also include a payment in lieu of tax agreement, a project agreement, and one or more recapture agreements, as well as security agreements intended to ensure compliance by the applicant with the requirements of the Project Agreements.

SECTION 2502. REQUIREMENTS FOR APPLICANTS. (A) Under the Act, the Agency is required to submit certain annual reports relating to Agency projects to the New York State Office of the Comptroller. In order to satisfy its annual reporting requirements and other requirements under the Act and certain other requirements imposed by the Act, as well as the new requirements imposed upon the Agency by the 2013 Budget Law, the Agency will require each applicant for financial assistance from the Agency agree to satisfy the following requirements as a condition to the receipt of such financial assistance:

(1) Any applicant requesting a sales tax exemption from the Agency must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. Each applicant is hereby warned to provide a realistic estimate in the application, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency recapture any benefit that exceeds the greater of (a) the amount listed in said application or (b) authorized by the Agency in a separate resolution.

(2) Any applicant requesting a sales tax exemption from the Agency must agree to annually file (and cause any sublessee, contractor, supplier or other operator of the project to file annually) with the State, on a form and in such manner as is prescribed by the State, a statement of the value of all sales and use tax exemptions claimed by the applicant and all contractors, subcontractors, consultants and other agents of the applicant under the authority granted to the applicant by the Agency.

(3) Any applicant requesting a sales tax exemption from the Agency must agree to furnish to the Agency a copy of each such annual report submitted to the State by the applicant or any sublessee, contractor, supplier or other operator of the project.

(4) As required by the 2013 Budget Law, the Project Agreements will provide that any sales tax benefits determined by the Agency to be subject to recapture pursuant to the 2013 Budget Law must be remitted by the applicant to the Agency within 20 days of a request therefor by the Agency.

(5) The applicant agrees that, as required by the 2013 Budget Law, the resolutions of the Agency with respect to the project and the Project Agreements will now be publicly available on the Agency's website. As provided in the New York Freedom of Information Law ("FOIL"), the applicant may request that certain information contained therein be redacted and, if the applicant can demonstrate to the satisfaction of the Agency that release of said information would result in substantial harm to the applicant's competitive position, the Agency may comply with such request.

(6) Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

(7) Except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by JTPA Entities for new employment opportunities created as a result of the Project.

(8) The applicant agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Applicant, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

(9) Within sixty (60) days after the end of each calendar year, the applicant shall furnish to the Agency a certificate of an Authorized Representative of the applicant stating that no event of default under the Project Agreements has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the applicant has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(10) The applicant shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

(11) The applicant agrees to file with the Agency, no later than sixty (60) days after the end of each calendar year, reports regarding the number of people employed at the project and certain other matters.

(B) In order to ensure that the project will create the public benefits anticipated by the Agency accruing to the residents and taxpayers of the City, the Project Agreements will require that each Agency Project Operator agree that, annually, within 60 days of the end of each calendar year during which a project has received any financial assistance from the Agency, such Agency Project Operator will complete and file with the Agency an annual report (the "Operator Annual Report") describing the status of the project during the calendar year just completed, including such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of jobs; construction jobs created through the year; exemptions from taxes and payments in lieu of tax made; status of local labor; and status of bond financing related to the project.

SECTION 2503. ENFORCEMENT. (A) The Agency will use the information contained in the Operator Annual Report, and may use site visits and follow-ups, to gauge the status of a project in relation to the original commitment of the applicant as stated in the project application.

(B) Should the staff or board members of the Agency find significant deficiencies in any area; the project will be further reviewed. Examples of situations that may trigger review and/or action by the Agency include:

(1) If the Project Operator shifts production activity to a facility outside of the City of Albany and, as a result, fails to achieve the economic benefits projected;

(2) If the Project Operator moves all operations outside the City of Albany, neglects to move operations to the City of Albany, or the project does not otherwise conform to the project described in the Project Agreements;

(3) If a significant shortfall in economic benefits is identified, as compared with the application, such as a significant shortfall in new job creation/retention and/or expected major investments in the business;

(4) Failure to comply with annual reporting requirements or provide the Agency with requested information; or

(5) Closure of a project within the time period the applicant receives Agency financial assistance.

(C) Should the staff or board members of the Agency find significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements, the Project Operator will be asked to provide justification for said shortfalls. The board members of the Agency will compare these statements against industry standards, as well as the current market and economic conditions, to determine whether the Project Operator did all that it could to meet its obligations as outlined in the application and the Project Agreements.

(D) The board members of the Agency will determine on a case by case basis whether a hearing is appropriate to allow a Project Operator to be heard on the issue regarding said Project Operator's failure to achieve the projected economic benefits.

(E) Should the board members of the Agency find that (1) significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements have occurred and (2) there appears to be no justification satisfactory to the Agency to explain these deficiencies, the Agency may determine to undertake any enforcement action available to the Agency under the Agency Agreements to seek redress for these deficiencies.

(F) Enforcement action taken by the Agency under the Agency Documents may include, but shall not be limited to, the following:

(1) Requesting cure of the deficiency by a final notice letter.

(2) Forwarding an event of default notice under the Project Agreements.

(3) Notifying appropriate New York State agencies of the Project Operator's failure to comply with such requirements.

- (4) Terminating any or all of the Project Agreements early.
- (5) Reducing the value of financial assistance moving forward.
- (6) Terminating any future financial assistance.
- (7) Requiring that the value of all the financial assistance utilized to date to be repaid in full or in part.

(G) In connection with the undertaking of a Project and/or the preparation of Project Agreements, the Agency also reserves the right to negotiate the terms and conditions of these recapture provisions.

SECTION 2504. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency where receipt of the application for the project occurs after the date of approval of this Policy.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

SEE TAB 10(A) AND 10(B)

SCHEDULE D
COPY OF APPLICATION

DATED: JULY 18, 2019

City of Albany Industrial Development Agency

Application for Assistance

Date: 6/29/2020

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the City of Albany Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.

TO: CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY
c/o Department of Economic Development
21 Lodge Street
Albany, New York 12207

This application respectfully states:

APPLICANT:

Name: 1211 Western Ave Property Associates LLC
Address: 100 Wall Street, Suite 2203
City: New York State: New York Zip: 10005
Federal ID/EIN: 83-4503881 Website:
Primary Contact: Ariel Hai
Title: Authorized Representative
Phone: (646) 830-0212 Email: arielhai@dmg-investments.com

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION:

Jeffrey Amengual, Ariel Hai, Joseph Manzo, Yuanliu(Jacky) He

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

NAME OF ATTORNEY: Robert M. Gach, Whiteman Osterman & Hanna, LLP

ATTORNEY'S ADDRESS: One Commerce Plaza, Albany, New York 12260

PHONE: (518) 487-7653 E-MAIL: rgach@woh.com

NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 3 HEREOF BEFORE FILLING OUT THIS FORM.

DATED: JULY 18, 2019

INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. **Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").**
3. **If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.**
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return one (1) copy of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause **substantial injury to the applicant's competitive position**, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid **out of the proceeds of the Agency's bonds issued to finance the Project**). **The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the Project and included as a part of the resultant bond issue.**
9. The Agency has established an application fee of One Thousand Five Hundred Dollars (\$1,500) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**
10. The Agency has also established an administrative fee equal to (A) one percent (1%) of the cost of the Project in the case of an Agency Straight Lease Transaction, and (B) one percent (1%) of the aggregate principal amount of the bonds to be issued by the Agency in the case of an Agency Bond Transaction. The Agency has also established an administrative fee for the issuance of refunding bonds for Agency Bond Transactions. **The formula for the calculation of the administrative fee for the issuance of refunding bonds is outlined in the Agency's Policy Manual. THESE FEES ARE PAYABLE ON THE CLOSING DATE.**

DATED: JULY 18, 2019

Answer all questions. Use "None" or "Not Applicable" where necessary.

SUMMARY OF PROJECT

Applicant: 1211 Western Ave Property Associates LLC

Contact Person: Ariel Hai

Phone Number: (646) 930-0212

Occupant: N/A

Project Location (include Tax Map ID): 1211 Western Ave., Albany, NY 12203 (ID:64.22-1-10)

Approximate Size of Project Site: 0.92 Acres

Description of Project: Construction of a 6-story multi-family dwelling complex containing 136 apartment units and an internal parking garage for 150 vehicles

Type of Project: ☐ Manufacturing ☐ Warehouse/Distribution
☐ Commercial ☐ Not-For-Profit
☒ Other-Specify mixed-use multi-family housing

Employment Impact: Existing FTE Jobs: 0
Retained FTE Jobs: 0
FTE Jobs Created: 5
Construction Jobs Created: 90+

Project Cost: \$35,735,314

Type of Financing: ☐ Tax-Exempt ☐ Taxable ☒ Straight Lease

Amount of Bonds Requested: \$0

Estimated Value of Tax-Exemptions:

| | |
|---|--------------|
| N.Y.S. Sales and Compensating Use Tax: | \$1,000,000 |
| Mortgage Recording Taxes: | \$320,000 |
| Real Property Tax Exemptions: (auto-calculated) | \$12,344,629 |
| Other (please specify): | |

Provide estimates for the following:

| | |
|---|--------------------|
| Average Estimated Annual Salary of Jobs to be Created: | \$43,965 |
| Annualized Salary Range of Jobs to be Created: | \$20,000- \$80,000 |
| Estimated Average Annual Salary of Jobs to be Retained: | |

DATED: JULY 18, 2019

I. APPLICANT INFORMATION

A) Applicant:

Name: 1211 Western Ave Property Associates LLC
Address: 100 Wall Street, Suite 2203
City: New York State: New York Zip: 10005
Federal ID/EIN: 83-4503881 Website:
Primary Contact: Ariel Hai
Title: Authorized Representative
Phone: (646) 930-0212 Email: arielhai@dmg-investments.com

B) Real Estate Holding Company (if different from Applicant):

Will a separate company hold title to/own the property related to this Project? If yes:

Name:
Address:
City: State: Zip:
Federal ID/EIN: Website:
Primary Contact:
Title:
Phone: Email:

Describe the terms and conditions of the lease between the Applicant and the Real Estate Holding Company. If there is an option to purchase the property, provide the date option was signed and the date the option expires:

DATED: JULY 18, 2019

C) Current Project Site Owner (if different from Applicant or Real Estate Holding Company):

Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]

D) Attorney:

Name: Robert M. Gach
Firm Name: Whiteman Osterman & Hanna LLP
Address: One Commerce Plaza
City: Albany State: NY Zip: 12260
Phone: (518) 487-7653 Email: rgach@woh.com

E) General Contractor:

Name: Jason Perillo
Firm Name: Trinity Building + Construction Mgmt. Corp.
Address: 621 Columbia Street Ext.
City: Cohoes State: NY Zip: 12047
Phone: 518-376-0023 Email: JPerillo@trinitybcm.com

DATED: JULY 18, 2019

II. APPLICANT'S COMPANY OWNERSHIP & HISTORY

A) Company Organization:

Year founded: 2019 Founded in which state: Delaware NAICS Code:

Type of ownership (e.g., C-Corp, LLC): Limited Liability Company

B) Company Management

| Name | Office Held | Other Principal Business |
|-----------------------------|----------------------|--------------------------|
| 1211 Albany Multifamily LLC | Sole Member, Manager | Real Estate Development |
| | | |
| | | |
| | | |

Company Ownership:

List all stockholders, members, or partners with ownership of greater than 5% and attach an organizational ownership chart with complete name, TIN, DOB, home address, office held, and other principal businesses (if applicable).

| Name | Office Held | % of Ownership | % of Voting Rights |
|-----------------------------|-------------|----------------|--------------------|
| 1211 Albany Multifamily LLC | Sole Member | 100 | 100 |
| Yiping Hu | Chairman | 91.6 | 50 |
| Yuanliu (Jacky) He | CEO | 0 | 50 |
| Shihao Hu | Member | 8.4 | 0 |

Is the Applicant or management of the company now a plaintiff or a defendant in any civil or criminal litigation?

☒ Yes ☒ No

If yes, describe: Outstanding payment to previous Architect due to defective design

Has any person listed above ever been a plaintiff or a defendant in any civil or criminal litigation?

☐ Yes ☒ No

If yes, describe:

Has any person listed above ever been charged with a crime other than a minor traffic violation?

☐ Yes ☒ No

If yes, describe:

Has any person listed above ever been convicted of a crime other than a minor traffic violation?

☐ Yes ☒ No

If yes, describe:

Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt?

☐ Yes ☒ No

If yes, describe:

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DATED: JULY 18, 2019

C) Company Description:

Describe in detail the Company's background, products, customers, goods and services:

The Company, 1211 Western Ave Property Associates LLC, is a Delaware Limited Liability Company formed on April 12, 2019. The Company is affiliated with DMG Investments LLC ("DMG"). DMG is a fully integrated real estate investment firm headquartered in New York City. DMG specializes in developing, investing and operating residential projects, with condo, multifamily and student housing projects in New York, New Jersey, Texas, Tennessee, Wisconsin and South Carolina. DMG is also the developer, owner and property manager of Auden Albany, a student complex located at 1385 Washington Avenue, Albany.

Existing Banking Relationship(s):

KeyBank

Has the Company ever received incentives tied to job creation?

☐

Yes

☒

No

If yes, describe:

Were the goals met?

☐

Yes

☐

No

☒

N/A

If no, why not?

Additional sheets may be attached, if necessary.

DATED: JULY 18, 2019

III. PROJECT DESCRIPTION AND DETAILS

A) Assistance requested from the Agency:

Select all that apply:

- ☒ Exemption from Sales Tax
- ☒ Exemption from Mortgage Tax
- ☒ Exemption from Real Property Tax
- ☐ Taxable Bonds
- ☐ Tax-exempt Bonds (typically for non-for-profits or qualified manufacturers)
- ☐ Other, specify: _____

B) Project Description:

Attach a map, survey or sketch of the Project site, identifying all existing or new buildings/structures.

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

Construction of a 8-story multi-family dwelling complex containing 136 apartment units and an internal parking garage for 150 vehicles. The completed property will have 24/7 on-site professional management.

Location of Proposed Project:

Street Address - Tax Map ID(s): 1211 Western Ave., Albany, NY 12203 (ID:64.22-1-10)

Is the Applicant the present legal owner of the Project site? ☒ Yes ☐ No

If yes: Date of Purchase: 04/09/2020 Purchase Price: \$2,400,000

If no:

1. Present legal owner of the Project site: _____

2. Is there a relationship, legally or by common control, between the Applicant and the present owner of the Project site? ☐ Yes ☐ No

If yes: _____

3. Does the Applicant have a signed option to purchase the site? ☐ Yes ☐ No ☐ N/A

If yes: Date option signed: _____ Date option expires: _____

Is the Project site subject to any property tax certiorari? ☐ Yes ☒ No

DATED: JULY 18, 2019

Describe the Project including, scope, purpose (e.g., new build, renovations, and/or equipment purchases, equipment leases, etc.), timeline, and milestones. The Project scope must entail only future work, as the **Agency's benefits are not retroactive**:

How many units will the project encompass (include total of number of commercial and residential units)?

How many square feet of commercial space will the project entail?

1211 Western Ave is a one hundred and thirty-six unit, state-of-the-art mixed-used multifamily development. Over two-hundred residents will be able to call the project home including young professionals, families, professors, and graduate students. The project will provide forty one-bedroom units, seventy-three two-bedroom units, as well as twenty-three three-bedroom units. In addition to the beautifully designed units, the project has an impressive list of curated amenities including the courtyard, roof deck, multi-functional media room, computer lounge, fitness center, parking garage, and bicycle racks. The project will also enhance the surrounding neighborhood by providing ground floor retail in the form of small groceries, convenience stores, or restaurants. The project will truly be a mixed-use multifamily development that will give back to the city of Albany and will be a place that residents will be proud to call home.

Would this Project be undertaken but for the Agency's financial assistance? ☐ Yes ☒ No

If yes, describe why the Agency's financial assistance is necessary and the effect the Project will have on the Applicant's business or operations:

DATED: JULY 18, 2019

C) Project Site Occupancy

Select Project type for all end-users at Project site (choose all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Service* |
| <input type="checkbox"/> Acquisition of existing facility | <input type="checkbox"/> Back-office |
| <input checked="" type="checkbox"/> Housing | <input checked="" type="checkbox"/> Mixed use |
| <input checked="" type="checkbox"/> Multi-tenant | <input type="checkbox"/> Facility for Aging |
| <input checked="" type="checkbox"/> Commercial | <input type="checkbox"/> Civic facility (not-for-profit) |
| <input checked="" type="checkbox"/> Retail* | <input type="checkbox"/> Other |

** The term "retail sales" means (1) sales by a registered vendor under Article 28 of the Tax Law of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property, as defined in Section 1101(b)(4)(i) of the Tax Law, or (2) sales of a service to customers who personally visit the Project location. If "retail" or "service" is checked, complete the Retail Questionnaire contained in Section IV.*

Note that it is the position of the Agency that housing projects constitute "retail projects," as such term is defined under the IDA Statute.

List the name(s) of the expected tenant(s), nature of the business(es), and percentage of total square footage to be used by each tenant. Additional sheets may be attached, if necessary:

| Company: | Nature of Business: | % of total square footage: |
|----------|----------------------------|-------------------------------|
| 1. TBD | grocery, convenience store | 100% of retail square footage |
| 2. | | |
| 3. | | |

Are there existing buildings on project site? ☒ Yes ☐ No

a. If yes, indicate number and approximate size (in square feet) of each existing building:

One(1) building approximately 30,000 square feet in size

b. Are existing buildings in operation? ☐ Yes ☒ No ☐ N/A

If yes, describe present use of present buildings: former business office space

c. Are existing buildings abandoned? ☒ Yes ☐ No ☐ N/A

About to be abandoned? ☐ Yes ☒ No ☐ N/A

If yes, describe:

Sage Engineering has relocated within the region & the building is vacant/abandoned, as of Aug 2019

d. Attach photograph of present buildings.

10

DATED: JULY 18, 2019

IV. RETAIL QUESTIONNAIRE

(Fill out if end users are "retail" or "service" as identified in Section III)

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or purchase services.

- A) Will any portion of the Project consist of facilities or property that will be primarily used in making sales of goods or services to customers who personally visit the Project site?¹ ☒ Yes ☐ No

If yes, continue with the remainder of the Retail Questionnaire. If no, do not complete the remainder of the Retail Questionnaire.

- B) What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the Project?

100

Note that it is the position of the Agency that housing projects constitute "retail projects," as such term is defined under the IDA Statute. Accordingly, please answer "yes" and insert "100%" if your project is a housing project. If the answer is less than 33.33% do not complete the remainder of the Retail Questionnaire. If the answer to Question A is Yes and the answer to Question B is greater than 33.33%, complete the remainder of the Retail Questionnaire.

1. Is the Project location or facility likely to attract a significant number of visitors from outside the Capital Region Economic Development Region (i.e., Albany, Schenectady, Rensselaer, Greene, Columbia, Saratoga, Warren, and Washington counties)? ☒ Yes ☐ No

2. Will the Project make available goods or services which are not currently reasonably accessible to the residents of the municipality within which the proposed Project would be located? ☐ Yes ☒ No

3. Will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? ☒ Yes ☐ No
If yes, explain:

4. Will the Project be located in an area designated as an economic development zone pursuant to Article 18-B of the General Municipal Law (Source: <https://esd.ny.gov/empire-zones-program>)? ☐ Yes ☒ No
If yes, explain:

5. Will the Project be in a "highly distressed" census tract (as defined by the United States Census Bureau <https://factfinder.census.gov/>)? ☒ Yes ☐ No

If yes, explain:

The project is located within Albany NY Census Tract 4.03, which is contiguous to Albany NY Census Tracts 5.01 & 5.02. Census Tract 5.01 has a poverty rate of 27.3% and Census Tract 5.02 has a poverty rate of 21.8%, both according to the U.S. Census Bureau American Community Survey estimates for 2018.

Note that it is the position of the Agency that housing projects constitute "retail projects," as such term is defined under the IDA Statute. Accordingly, please answer "yes" and insert "100%" if your project is a housing project.¹

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DATED: JULY 18, 2019

V. ENVIRONMENTAL REVIEW AND PERMITTING

The Applicant must comply with the State Environmental Quality Review Act (SEQRA) before the Agency can vote on proposed financial incentives. It is the Applicant's responsibility to provide a copy of the final SEQRA determination to the Agency.

Environmental Assessment Form: ☐ Short Form ☒ Long Form

Lead Agency: **VHB**

Agency Contact: **Mike Tucker**

Date of submission: **1/17/2019**

Status of submission: **Approved**

Final SEQRA

determination: **Negative Declaration**

A) Site Characteristics:

Describe the present zoning and land use regulation: **Residential**

Will the Project meet zoning and land use regulations for the proposed location? ☒ Yes ☐ No

Is a change in zoning and land use regulation is required? ☐ Yes ☒ No

If yes, specify the required change and status of the change request:

If the proposed Project is located on a site where the known or potential presence of contaminants is complicating the development/use of the property, describe the potential Project challenge:

Does part of the Project consist of a new building or buildings?

☒ Yes ☐ No

If yes, indicate number and size of new buildings:

One(1) 6-story building containing approximately 190, 968 square feet

Does part of the Project consist of additions and/or renovations to the existing buildings?

☐ Yes ☒ No

If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:

DATED: JULY 18, 2019

VI. INTER-MUNICIPAL MOVE DETERMINATION

The Agency is required by State law to make a determination that, if completion of a Project benefiting from the Agency's financial assistance results in the removal of a plant of the Project occupant 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 Project occupant located within the State, Agency financial assistance is required to prevent the Project occupant from relocating out of the State, or it is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.

Will the Project result in the removal of a plant of the Project occupant from one area of the State to another area of the State? ☐ Yes ☒ No

Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the State? ☐ Yes ☒ No

If yes to either question above, explain how notwithstanding the aforementioned closing or activity reduction, the Agency's financial assistance is required to prevent the Project from relocating out of the State or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

Does the Project involve relocation or consolidation of a Project occupant from another municipality?

Within New York State: ☐ Yes ☒ No

Within the City of Albany: ☐ Yes ☒ No

If yes, explain:

DATED: JULY 18, 2019

VII. EMPLOYMENT INFORMATION

A) Current and Projected Employee FTEs ("Year One" will begin upon the issuance of Certificate of Occupancy or a Temporary Certificate of Occupancy):

| | Current FTEs | Projected FTEs | | | |
|-----------|--------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | | New Year 1- 20 ²² | New Year 2 - 20 ²³ | New Year 3 - 20 ²⁴ | Total Year 4-20 ²⁵ |
| Full-time | 0 | 5 | 5 | 5 | 5 |
| Part-time | | | | | |
| Seasonal | | | | | |

B) Employment Plan in FTE

Estimate the number of full-time equivalent (FTE) jobs that are expected to be retained and created as part of this Project. One FTE is equivalent to 35 hours of work per week or 1,820 hours per year. Convert part-time jobs into FTE by dividing the total number of hours for all part-time resources by 35 hours per week or 1,820 hours per year. ("Year One" will begin upon the issuance of Certificate of Occupancy or a Temporary Certificate of Occupancy):

Attach a list that describes in detail the types of employment for this Project, including the types of activities or work performed and the projected timeframe for creating new jobs.

| Occupation in Company | Current (Retained) Permanent FTE | | Projected New Permanent FTE | | | |
|--------------------------|---|-----------------------|--------------------------------|--------------------------------|--------------------------------|--|
| | Average Annual Salary or Hourly Wage ² | Number of Current FTE | FTE in Year 1 20 ²² | FTE in Year 2 20 ²³ | FTE in Year 3 20 ²⁴ | Total New FTE by Year 4 20 ²⁵ |
| Professional/ Management | \$40,000-\$60,000 (est.) | | 1 | 1 | 1 | 1 |
| Administrative | \$30,000-\$35,000 (est.) | | 1 | 1 | 1 | 1 |
| Sales | | | | | | |
| Services | \$25,000+ (est.) | | 3 | 3 | 3 | 3 |
| Manufacturing | | | | | | |
| High-Skilled | | | | | | |
| Medium-Skilled | | | | | | |
| Basic-Skilled | | | | | | |
| Other (specify) | | | | | | |
| | | | | | | |
| Total (auto-calculated) | | 0 | 5 | 5 | 5 | 5 |

² Wages are defined as all remuneration paid to an employee. Remuneration means every form of compensation for employment paid by an employer to an employee; whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, and the reasonable money value of board, rent, housing, lodging, or similar advantage received. Where gratuities are received from a person other than the employer, the value of such gratuities shall be included as part of the remuneration paid by the employer. Source: <https://labor.ny.gov>.

DATED: JULY 18, 2019

VIII. INDEPENDENT CONTRACTOR RESOURCES

Estimate the number of full-time equivalent (FTE) jobs that are contracted to independent contractors (e.g., contractors or subcontractors) that would be retained and created as part of this Project.

Attach a list that describes in detail the types of contract resources for this Project, including the types of activities or work performed and the projected timeframe for creating new contractor positions.

("Year One" will begin upon the issuance of Certificate of Occupancy or a Temporary Certificate of Occupancy):

| | Current FTEs | Projected | | | |
|-----------|--------------|------------------|------------------|------------------|--------------------|
| | | New Year 1-20 | New Year 2-20 | New Year 3-20 | Total Year 4-20 |
| Full-time | | | | | |
| Part-time | | | | | |
| Seasonal | | | | | |

IX. CONSTRUCTION LABOR

*Construction Jobs are defined by the number of persons individually identified on the pay roll of the General Contractor/Subcontractor in relation to the project.

Number of construction workers expected to be hired for this Project: 90+

When does the applicant anticipate the start of construction? 2020 Q4

When does the applicant anticipate the completion of construction? 2022 Q2

What is the total value of construction contracts to be executed? \$25,625,840

Describe the general contractor's plans and selection process for using regional and/or City of Albany construction labor or regional and/or City of Albany sub-contractors:

General contractor plans to advertise locally and to solicit bids and proposals from qualified local/regional subcontractors and suppliers to include the policy outlined by City of Albany IDA as a requirement in all contracts and purchase orders issued for the project.

Potential general contractor would have previous experiences working with City of Albany IDA and a proven track record of meeting or exceeding the regional and City of Albany labor requirements.

DATED: JULY 18, 2019

X. PROJECT COSTS AND FINANCING

Attach additional

A) Project Costs

| Description of Cost | Amount |
|---|---------------------|
| Land | \$2,400,000 |
| Buildings | \$25,625,840 |
| Machinery and Equipment Cost | |
| Utilities, roads and appurtenant costs | |
| Architects and engineering fees | \$1,400,000 |
| Cost of Bond Issue (legal, financial and printing) | |
| Construction loan fees and interest (if applicable) | \$993,790 |
| Other (specify) | \$1,169,600 |
| Contingency (hard & soft) | \$1,043,775 |
| Admin, Indirect Cost | \$3,102,309 |
| TOTAL PROJECT COST (auto-calculated) | \$35,735,314 |

Have any of the above costs been paid or incurred as of the date of this application? ☒ Yes ☐ No

If yes, describe:

An estimated \$1,300,000 has been spent so far on civil engineering, architectural design, market study, traffic study & zoning attorney. Land was closed on April 19, 2020.

B) Sources of Funds for Project Costs

Equity:

\$14,375,314

Bank Financing: (Including permanent financing after project completion)

\$32,000,000

Tax Exempt Bond Issuance:

Taxable Bond Issuance

Public Sources (Include total of all State and Federal grants and tax credits):

Identify each State and Federal program:

| | |
|--|--|
| | |
| | |
| | |

| |
|--|
| |
| |
| |

Public Funds Total (auto-calculated):

\$0

Additional sheets may be attached, as necessary.

TOTAL: (auto-calculated)

\$46,375,314

Amount of total financing requested from lending institutions:

\$32,000,000

Amount of total financing related to existing debt refinancing:

\$0

Has a commitment for financing been received?

☒ Yes ☐ No

If yes:

Lending Institution:

KeyBank

Contact:

Peter Rand

Phone:

(212) 424-1818

DATED: JULY 18, 2019

XI. PROJECT EVALUATION AND ASSISTANCE FRAMEWORK

Project Evaluation and Assistance Framework. If applicable, complete the following Matrix that is part of the Agency's Project Evaluation and Assistance Framework.

Baseline Requirements (Must Achieve All)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Complete Application | <input checked="" type="checkbox"/> Albany 2030 Aligned | <input checked="" type="checkbox"/> Meet Project Use Definition |
| <input checked="" type="checkbox"/> Meets NYS/CAIDA Requirements | <input checked="" type="checkbox"/> Planning Approval (if applicant) | <input checked="" type="checkbox"/> "But For" Requirement |
| Approval Date: 02/28/2019 | | |

Community Benefit Metrics (Must Achieve 10)

- | | | |
|---|---|--|
| Revitalization Target Geography <input type="checkbox"/> Distressed Census Tract <input type="checkbox"/> High Vacancy Census Tract <input type="checkbox"/> Downtown <input type="checkbox"/> BID <input type="checkbox"/> Neighborhood Plan | Investment Financial Commitment (cumulative) <input checked="" type="checkbox"/> 2.5M - 10M <input checked="" type="checkbox"/> 10.1 - 17.5M <input checked="" type="checkbox"/> 17.6M - 25M | Employment Permanent Jobs (cumulative) <input checked="" type="checkbox"/> 3 - 40 <input checked="" type="checkbox"/> 41 - 80 <input checked="" type="checkbox"/> 81 - 120 <input checked="" type="checkbox"/> 121 - 180 <input checked="" type="checkbox"/> > 180 |
| Identified Priority <input type="checkbox"/> Downtown Residential <input type="checkbox"/> Tax Exempt/Vacant <input type="checkbox"/> Identified Catalyst Site <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Community Catalyst | Community Commitment <input checked="" type="checkbox"/> MWBE/DBE Participation <input type="checkbox"/> EEO Workforce Utilization <input type="checkbox"/> Inclusionary Housing <input checked="" type="checkbox"/> Regional Labor <input checked="" type="checkbox"/> City of Albany Labor <input type="checkbox"/> Apprenticeship Program | Retained Jobs (cumulative) <input type="checkbox"/> 3 - 40 <input type="checkbox"/> 41 - 80 <input type="checkbox"/> 81 - 120 <input type="checkbox"/> 121 - 180 <input type="checkbox"/> > 180 |
| Identified Growth Area <input type="checkbox"/> Manufacturing/Distribution <input type="checkbox"/> Technology <input type="checkbox"/> Hospitality <input checked="" type="checkbox"/> Existing Cluster <input type="checkbox"/> Conversion to Residential | | Construction Jobs (cumulative) <input type="checkbox"/> 6 - 80 <input type="checkbox"/> 81 - 160 <input type="checkbox"/> 161 - 240 <input type="checkbox"/> > 240 |

XII. ESTIMATED VALUE OF INCENTIVES

A) Property Tax Exemption:

Agency staff will complete this section with the Applicant based on information submitted by the Applicant and the City of Albany Assessor. If you are requesting an exception to the PILOT schedule that cannot be accommodated by the UTEP or the CAIDA Project Evaluation and Assistance Framework, please provide additional sheets indicating the proposed PILOT payments.

Does your project meet the definition of "large project" as defined in the Framework (\$25 Million, 15 Total Acres or Full Service Hotel)? ☒ Yes ☐ No

Current assessed full assessed value of the property before Project improvements (NOTE: this is for non-commercial residential) or the purchase price of the property, whichever is higher: \$2,376,876

Estimated new assessed full value of property after Project improvement based on letter from the City of Albany Assessor: \$19,312,115

Estimated real property 2019 tax rate per dollar of full assessment (auto-calculated): \$47.88

*assume 2% annual increase in tax rate

Estimated Completed Assessed Value per Unit based on letter from the City of Albany Assessor: \$100,000+

DATED: JULY 18, 2019

| PILOT Year | Existing Real Property Taxes | Estimated Real Property Taxes on Improved Value Without PILOT ³ | Estimated Total Without PILOT | PILOT Abatement % based on Framework schedule Abatement percentages must be entered in decimals | *Estimated PILOT Payments |
|------------|------------------------------|--|-------------------------------|---|---------------------------|
| 1 | \$ 116,276 | \$828,458 | \$944,733 | 90% | \$199,121 |
| 2 | \$ 118,600 | \$845,028 | \$963,628 | 90% | \$ 203,103 |
| 3 | \$ 120,972 | \$861,928 | \$982,900 | 90% | \$ 207,165 |
| 4 | \$ 123,392 | \$879,167 | \$1,002,558 | 90% | \$ 211,308 |
| 5 | \$ 125,860 | \$896,750 | \$1,022,610 | 90% | \$ 215,535 |
| 6 | \$ 128,377 | \$914,685 | \$1,043,062 | 90% | \$ 219,845 |
| 7 | \$ 130,944 | \$932,979 | \$1,063,923 | 90% | \$ 224,242 |
| 8 | \$133,563 | \$951,638 | \$1,085,202 | 90% | \$ 228,727 |
| 9 | \$136,235 | \$970,671 | \$1,106,906 | 90% | \$ 233,302 |
| 10 | \$138,959 | \$990,084 | \$1,129,044 | 85% | \$ 287,472 |
| 11 | \$141,738 | \$1,008,886 | \$1,151,625 | 80% | \$ 343,716 |
| 12 | \$144,573 | \$1,030,084 | \$ 1,174,657 | 70% | \$ 453,598 |
| 13 | \$147,465 | \$1,050,685 | \$ 1,198,150 | 60% | \$ 567,739 |
| 14 | \$150,414 | \$1,071,699 | \$ 1,222,113 | 60% | \$ 686,264 |
| 15 | \$153,422 | \$1,093,133 | \$ 1,246,555 | 45% | \$ 754,645 |
| 16 | \$156,491 | \$1,114,996 | \$ 1,271,487 | 40% | \$ 825,488 |
| 17 | \$159,620 | \$1,137,296 | \$ 1,298,916 | 30% | \$ 955,728 |
| 18 | \$162,813 | \$1,160,042 | \$ 1,322,855 | 20% | \$ 1,090,846 |
| 19 | | | | 0% | |
| 20 | | | | 0% | |
| | | | \$ 20,228,923 | | \$ 7,907,844 |

***PILOT payments may not to fall short of \$675 per door or .97 per Square Foot as applicable from Framework**

Please note that after year twelve (12) of any Multi-Family Commercial PILOT, a bifurcated structure commences whereby projects shall pay the greater of: (a) scheduled pilot payments as stated by assistance schedule or (b) 11.5% of gross revenue.

Notwithstanding anything herein to the contrary, if the project consists of an affordable housing project, the applicant shall make annual payments in lieu of property taxes pursuant to the PILOT Agreement with respect to the project as follows: (i) An amount equal to ten percent (10%) of the shelter rents (rents, excluding the component thereof, if any, attributable to energy and utility costs paid by the applicant) payable by the tenants in connection with the housing project.

If the applicant is requesting assistance that is a deviation from the Agency's UTEP, please refer to the Agency's Project Evaluation and Assistance Framework to determine the appropriate, potential standard deviation abatement schedule: <http://albanyida.com/wp-content/uploads/2012/03/CAIDA-PILOT-Program-Board-Revised-1.pdf>

³ The figures in this column assume that the Project is completed as described in the Application and without the involvement of the Agency and, therefore, subject to real property taxes. However, as provided in this Application, the Applicant has certified that it would not undertake the Project without the financial assistance granted by the Agency. Accordingly, this column is prepared solely for the purpose of determining the estimated amount of the real property tax abatement being granted by the Agency.

City of Albany IDA Application for Incentives | Adopted __/__/2019
012001.00025 Business 17819593v5

18

COMMERCIAL WORKSHEET FOR ESTIMATED VALUE OF INCENTIVES

Current assessed full assessed value of the property before Project improvements or the purchase price of the property, whichever is higher:

\$23,124

Estimated new assessed full value of property after Project improvement based on letter from the City of Albany Assessor:

\$187,885

Estimated real property 2019 tax rate per dollar of full assessment (auto-calculated):

\$47.96

How many square feet of commercial space will the project entail?

1,840

Based on the letter from the City of Albany Assessor, which abatement schedule are you requesting:

Commercial

| PILOT Year | Existing Real Property Taxes | Estimated Real Property Taxes on Improved Value Without PILOT ³ | Estimated Total Without PILOT | PILOT Abatement % based on Framework schedule | *Estimated PILOT Payments |
|------------|------------------------------|--|-------------------------------|---|---------------------------|
| 1 | \$ 1,131 | \$8,060 | \$9,191 | 50% | \$5,161 |
| 2 | \$ 1,154 | \$8,221 | \$9,375 | 45% | \$ 5,675 |
| 3 | \$ 1,177 | \$8,386 | \$9,563 | 40% | \$ 6,208 |
| 4 | \$ 1,200 | \$8,553 | \$9,754 | 35% | \$ 6,760 |
| 5 | \$ 1,224 | \$8,724 | \$9,949 | 30% | \$ 7,332 |
| 6 | \$ 1,249 | \$8,899 | \$10,148 | 25% | \$ 7,923 |
| 7 | \$ 1,274 | \$9,077 | \$10,351 | 20% | \$ 8,535 |
| 8 | \$1,299 | \$9,258 | \$10,558 | 15% | \$ 9,169 |
| 9 | \$1,325 | \$9,444 | \$10,769 | 10% | \$ 9,825 |
| 10 | \$1,352 | \$9,632 | \$10,984 | 5% | \$ 10,503 |
| 11 | | | | 0% | |
| 12 | | | | 0% | |
| 13 | | | | 0% | |
| 14 | | | | 0% | |
| 15 | | | | 0% | |
| 16 | | | | 0% | |
| 17 | | | | 0% | |
| 18 | | | | 0% | |
| 19 | | | | 0% | |
| 20 | | | | 0% | |

*assume 2% annual increase in tax rate

\$ 100,641

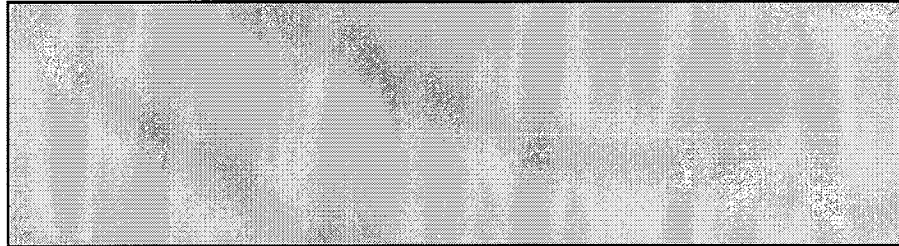
\$77,091

*PILOT payments may not fall short of \$675 per door or .97 per Square Foot as applicable from Framework

Please note that after year twelve (12) of any Multi-Family Commercial PILOT, a bifurcated structure commences whereby projects shall pay the greater of: (a) scheduled pilot payments as stated by assistance schedule or (b) 11.5% of gross revenue.

DATED: JULY 18, 2019

If the Applicant is requesting assistance that is greater than the Agency's standard UTEP deviations identified in the Project Evaluation and Assistance Framework, describe the incentives and provide a justification for this PILOT request:



B) Sales and Use Tax Benefit:

Note: The figures below will be provided to the New York State Department of Taxation and Finance and represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to the application.

| | | |
|---|--|--------------|
| Costs for goods and services that are subject to State and local sales and use tax ⁴ : | <table border="1"><tr><td>\$12,500,000</td></tr></table> | \$12,500,000 |
| \$12,500,000 | | |
| Estimated State and local sales and use tax benefit (sales tax amount multiplied by <u>8.0%</u> plus additional use tax amounts): | <table border="1"><tr><td>\$1,000,000</td></tr></table> | \$1,000,000 |
| \$1,000,000 | | |

C) Mortgage Recording Tax Benefit:

| | | |
|---|--|--------------|
| Mortgage amount (include construction, permanent, bridge financing or refinancing): | <table border="1"><tr><td>\$32,000,000</td></tr></table> | \$32,000,000 |
| \$32,000,000 | | |
| Estimated mortgage recording tax exemption benefit (mortgage amount multiplied by 1%) ⁵ : | <table border="1"><tr><td>\$320,000</td></tr></table> | \$320,000 |
| \$320,000 | | |

D) Percentage of Project Costs Financed from Public Sector:

Percentage of Project costs financed from public sector:

| |
|------|
| 47.8 |
|------|

(Total B + C + D + E below / A Total Project Cost)

| | | |
|---|--|--------------|
| A. Total Project Cost: | <table border="1"><tr><td>\$35,735,314</td></tr></table> | \$35,735,314 |
| \$35,735,314 | | |
| B. Estimated Value of PILOT (auto-filled): | <table border="1"><tr><td>\$12,344,629</td></tr></table> | \$12,344,629 |
| \$12,344,629 | | |
| C. Estimated Value of Sales Tax Incentive: | <table border="1"><tr><td>\$1,000,000</td></tr></table> | \$1,000,000 |
| \$1,000,000 | | |
| D. Estimated Value of Mortgage Tax Incentive: | <table border="1"><tr><td>\$320,000</td></tr></table> | \$320,000 |
| \$320,000 | | |
| E. Total Other Public Incentives (tax credits, grants, ESD incentives, etc.): | <table border="1"><tr><td>\$0</td></tr></table> | \$0 |
| \$0 | | |

⁴ Sales and use tax (sales tax) is applied to: tangible personal property (unless specifically exempt); gas, electricity, refrigeration and steam, and telephone service; selected services; food and beverages sold by restaurants, taverns, and caterers; hotel occupancy; and certain admission charges and dues. For a definition of products, services, and transactions subject to sales tax see the following links:
<https://www.tax.ny.gov/bus/st/subject.htm> and
https://www.tax.ny.gov/pubs_and_bulls/tg_bulletins/st/quick_reference_guide_for_taxable_and_exempt_property_and_services.htm.

⁵ The Mortgage Recording Tax in Albany County is equal to 1.25%. However, the Agency is authorized under the IDA Statute to exempt only 1.00%.

DATED: JULY 18, 2019

XIII. COST BENEFIT ANALYSIS

In order for the City of Albany Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire"). Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, community benefits (including community commitment as described in the Agency's Project Evaluation and Assistance Framework), etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

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

PROJECT QUESTIONNAIRE

| | |
|---|---|
| 1. Name of Project Beneficiary ("Company"): | 1211 Western Ave Property Associates LLC |
| 2. Brief Identification of the Project: | 136 unit multi-family housing facility |
| 3. Estimated Amount of Project Benefits Sought: | \$13,664,629 |
| A. Amount of Bonds Sought: | \$0 |
| B. Value of Sales Tax Exemption Sought | \$1,000,000 |
| C. Value of Real Property Tax Exemption Sought | \$12,344,629 |
| D. Value of Mortgage Recording Tax Exemption Sought | \$320,000 |
| 4. Likelihood of accomplishing the Project in a timely fashion (please explain): | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Company has been working with a local general contractor and local professionals to ensure the Project will be completed for a Summer 2022 opening. | |

DATED: JULY 18, 2019

PROJECTED PROJECT INVESTMENT

| | |
|---|----------------------|
| A. Land-Related Costs | |
| 1. Land acquisition | \$ 2,400,000 |
| 2. Site preparation | \$ 800,000 |
| 3. Landscaping | |
| 4. Utilities and infrastructure development | |
| 5. Access roads and parking development | \$ 48,000 |
| 6. Other land-related costs (describe) | |
| B. Building-Related Costs | |
| 1. Acquisition of existing structures | |
| 2. Renovation of existing structures | |
| 3. New construction costs | \$ 20,275,840 |
| 4. Electrical systems | \$ 1,550,000 |
| 5. Heating, ventilation and air conditioning | \$ 1,300,000 |
| 6. Plumbing | \$ 1,700,000 |
| 7. Other building-related costs (describe) | |
| C. Machinery and Equipment Costs | |
| 1. Production and process equipment | |
| 2. Packaging equipment | |
| 3. Warehousing equipment | |
| 4. Installation costs for various equipment | |
| 5. Other equipment-related costs (describe) | |
| D. Furniture and Fixture Costs | |
| 1. Office furniture | |
| 2. Office equipment | |
| 3. Computers | |
| 4. Other furniture-related costs (describe) | \$ 748,000 |
| E. Working Capital Costs | |
| 1. Operation costs | \$ 600,000 |
| 2. Production costs | |
| 3. Raw materials | |
| 4. Debt service | \$ 983,790 |
| 5. Relocation costs | |
| 6. Skills training | |
| 7. Other working capital-related costs (describe) | \$ 178,309 |
| F. Professional Service Costs | |
| 1. Architecture and engineering | \$ 1,400,000 |
| 2. Accounting/legal | \$ 250,000 |
| 3. Other service-related costs (describe) | \$ 1,280,000 |
| G. Other Costs | |
| 1. Development Fee | \$ 1,169,800 |
| 2. Contingency | \$ 1,043,775 |
| H. Summary of Expenditures | |
| 1. Total Land-Related Costs | \$ 3,248,000 |
| 2. Total Building-Related Costs | \$ 24,825,840 |
| 3. Total Machinery and Equipment Costs | \$ 0 |
| 4. Total Furniture and Fixture Costs | \$ 748,000 |
| 5. Total Working Capital Costs | \$ 1,770,099 |
| 6. Total Professional Service Costs | \$ 2,930,000 |
| 7. Total Other Costs | \$ 2,213,375 |
| | \$ 35,735,314 |

DATED: JULY 18, 2019

PROJECTED NET OPERATING INCOME

I. Please provide projected Net Operating Income:

| YEAR | Without IDA benefits | With IDA benefits |
|------|----------------------|-------------------|
| 1 | (\$298,812) | (\$446,233) |
| 2 | (\$155,434) | (\$606,215) |
| 3 | (\$111,611) | (\$667,063) |
| 4 | (\$65,984) | (\$729,843) |
| 5 | (\$18,797) | (\$794,616) |

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

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

| Year | Number of Construction Jobs | Total Annual Wages and Benefits | Estimated Additional NYS Income Tax |
|--------------|-----------------------------|---------------------------------|-------------------------------------|
| Current Year | 45+ | \$3,199,117 (est.) | \$206,343 (est.) |
| Year 1 | 45+ | \$3,199,117 (est.) | \$206,343 (est.) |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |

PROJECTED PERMANENT EMPLOYMENT IMPACT

- I. Estimates of the total number of existing permanent FTE jobs to be preserved or retained as a result of the Project are described in the tables in Section VII of the Application.
- II. Estimates of the total new permanent FTE jobs to be created at the Project are described in the tables in Section VII of the Application.
- III. Please provide estimates for the following:
 - A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

DATED: JULY 18, 2019

PROJECTED OPERATING IMPACT

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

| | |
|---|-----------|
| Additional Purchases (1 st year following project completion) | \$ 80,500 |
| Additional Sales Tax Paid on Additional Purchases | \$ 64,400 |
| Estimated Additional Sales (1 st full year following project completion) | |
| Estimated Additional Sales Tax to be collected on additional sales (1 st full year following project completion) | |

- II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"): If you are requesting an exception that cannot be accommodated by the auto-calculated fields, please provide additional sheets indicating the proposed PILOT payments.

| Year | Existing Real Property Taxes (Without Project) | New Pilot Payments (With IDA) | Total (Difference) |
|--------------|--|-------------------------------|--------------------|
| Current Year | \$113,995 | \$113,995 | \$0 |
| Year 1 | \$ 116,275 | \$199,121 | \$82,846 |
| Year 2 | \$ 118,600 | \$ 203,103 | \$84,503 |
| Year 3 | \$ 120,972 | \$ 207,165 | \$86,193 |
| Year 4 | \$ 123,392 | \$ 211,308 | \$87,917 |
| Year 5 | \$ 125,860 | \$ 215,535 | \$89,675 |
| Year 6 | \$ 128,377 | \$ 219,845 | \$91,468 |
| Year 7 | \$ 130,944 | \$ 224,242 | \$93,298 |
| Year 8 | \$133,563 | \$ 228,727 | \$95,164 |
| Year 9 | \$136,235 | \$ 233,302 | \$97,067 |
| Year 10 | \$138,959 | \$ 287,472 | \$148,513 |
| Year 11 | \$141,738 | \$ 343,716 | \$201,977 |
| Year 12 | \$144,573 | \$ 453,598 | \$309,025 |
| Year 13 | \$147,465 | \$ 567,739 | \$420,274 |
| Year 14 | \$150,414 | \$ 686,264 | \$535,850 |
| Year 15 | \$153,422 | \$ 754,645 | \$601,223 |
| Year 16 | \$156,491 | \$ 825,488 | \$668,998 |
| Year 17 | \$159,620 | \$ 956,728 | \$796,107 |
| Year 18 | \$162,813 | \$ 1,080,846 | \$918,033 |
| Year 19 | | | |
| Year 20 | | | |
| | | | \$ 5,418,130 |

DATED: JULY 18, 2019

ADDITIONAL COMMUNITY BENEFITS

The City of Albany Industrial Development Agency is supportive of inclusionary development practices. Please indicate which of the below described community benefits (as defined in the Agency's Project Evaluation and Assistance Framework) will be provided as a result of the Project, and please provide a detailed description of such benefits, together with any other economic benefits and community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response). Examples of these benefits include:

- | | |
|--------------------------------|---------------------------------|
| (A) MWBE/DBE Participation; | (L) Downtown Residential; |
| (B) EEO; | (M) Tax Exempt/Vacant Property; |
| (C) Workforce Utilization; | (N) Identified Catalyst Site; |
| (D) Inclusionary Housing; | (O) Historic Preservation; |
| (E) Regional Labor; | (P) Community Catalyst; |
| (F) City of Albany Labor; | (Q) Manufacturing/Distribution; |
| (G) Apprenticeship Program; | (R) Technology; |
| (H) Distressed Census Tract; | (S) Hospitality; |
| (I) High Vacancy Census Tract; | (T) Existing Cluster; and |
| (J) Downtown BID; | (U) Conversion to Residential. |
| (K) Neighborhood Plan; | |

1211 Western Ave is a one hundred and thirty-six unit, state-of-the-art mixed-used multifamily development. Over two-hundred residents will be able to call the project home including young professionals, families, professors, and graduate students. The project will provide forty one-bedroom units, seventy-three two-bedroom units, as well as twenty-three three-bedroom units. In addition to the beautifully designed units, the project has an impressive list of curated amenities including the courtyard, roof deck, multi-functional media room, computer lounge, fitness center, parking garage, and bicycle racks. The project will also enhance the surrounding neighborhood by providing ground floor retail in the form of small groceries, convenience stores, or restaurants. The project will truly be a mixed-use multifamily development that will give back to the city of Albany and will be a place that residents will be proud to call home.

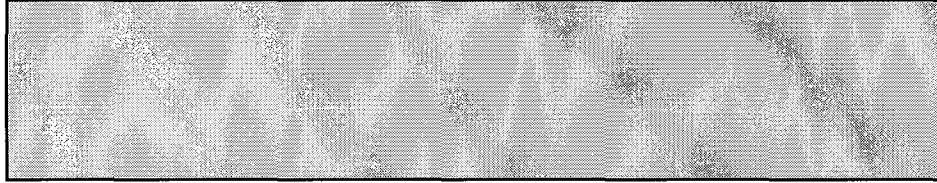
It is anticipated the Project will provide the following community benefits:

- (A) MWBE/DBE Participation;
(E) Regional Labor;
(F) City of Albany Labor;
(T) Existing Cluster.

DATED: JULY 18, 2019

XIV. OTHER

Is there anything else the Agency's board should know regarding this Project?



DATED: JULY 18, 2019

CERTIFICATION

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

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

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

Date Signed: 06/03/2019

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

Name: Yuanliu He

Title: Authorized Signatory

Phone Number:

Address:

Signature: 

DATED: JULY 18, 2019

REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION

Yuanliu He (name of CEO or another authorized representative of Applicant) confirms and says that he/she is the authorized sign (title) of 1211 Western Ave Project (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. **Job Listings.** Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.
- B. **First Consideration for Employment.** In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. **City Human Rights Law.** The applicant has reviewed the provisions of Chapter 48, Article III of the City Code, entitled "The Omnibus Human Rights Law" and agrees to comply with such provisions to the extent that such provisions are applicable to the applicant and the Project.
- D. **Annual Sales Tax Filings.** In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.
- E. **Annual Employment Reports.** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 - Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return - for the quarter ending December 31 (the "NYS-45"), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable. The applicant also agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the participation of individuals from minority groups as employees or applicants for employment with regard to the project.
- F. **Local Labor Information.** The applicant is aware of and understands the provisions of Part 24 of the Policy Manual of the Agency. Pursuant to Part 24 of the Policy Manual of the Agency, the applicant agrees to provide information, in form and substance satisfactory to the Agency, relating to construction activities for projects; specifically: (i) the Company's contact person responsible and accountable for providing information about the bidding for and awarding of construction contracts relative to this Application and the Project, (ii) the

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DATED: JULY 18, 2019

nature of construction jobs created by the Project, including the number, type, and duration of construction positions; and (iii) submit to the Agency a "Construction Completion Report" listing the names and business locations of prime contractors, subcontractors, and vendors who were engaged in the construction phase of the Project.

G. Additional Fee for Low Income Housing/Tax Credit (9% only) Projects. An annual administrative fee equal to \$10,000 shall be payable annually by the applicant on each January 1 for a term equal to ten (10) years. This annual administrative fee is in addition to the standard administrative fee for Agency Straight Lease Transactions and Agency Bond Transactions and is applicable to Projects which provide for low income housing/tax credit (9% only) projects.

H. Uniform Agency Project Agreement. The applicant agrees to enter into a uniform agency project agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the "Public Benefits") and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if (a) the project is unsuccessful in whole or in part in delivering the promised Public Benefits, (b) certain "recapture events" occur (e.g., failure to complete the Project, sale or transfer of the Project, failure to make the estimated investment, failure to maintain job employment levels and failure to make annual reporting filings with the Agency).

I. Assignment of Agency Abatements. In connection with any Agency Straight Lease Transaction or Agency Bond Transaction, the Agency may grant to the applicant certain exemptions from mortgage recording taxes, sales and use taxes and real property taxes. The applicant understands that the grant of such exemptions by the Agency is intended to benefit the applicant. Subsequently, if the applicant determines to convey the Project and, in connection with such conveyance to assign such exemptions to the purchaser, the applicant understand that any such assignment is subject to review and consent by the Agency, together with the satisfaction of any conditions that may be imposed by the Agency.

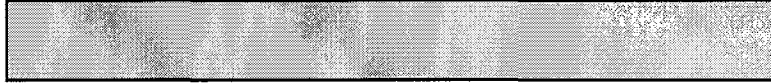
J. Post-Closing Cost Verification. The applicant agrees (1) the scope of the Project will not vary significantly from the description in the public hearing resolution for the project and (2) to deliver to the Agency within sixty (60) days following the completion date of a project an affidavit providing the total costs of the project. In the event that the amount of the total project costs described in the affidavit at the completion date exceeds the amount described in an affidavit provided by the applicant on the closing date of the project, the applicant agrees to adjust the amounts payable by the applicant to the Agency by such larger amount and to pay to the Agency such additional amounts. In the event that the amount described is less, there shall not be any adjustment to the Agency fees.

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

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DATED: JULY 18, 2019

L. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:



M. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of Article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

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

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

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



Q. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency is included the Agency's Policy Manual which can be accessed at www.albanyida.com.

R. Onsite Visits. The applicant acknowledges that under the Agency's Policy Manual regarding monitoring and administration of projects, the Project is subject to periodic onsite visits by Agency staff.

DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: JULY 8, 2019

STATE OF ~~NEW YORK~~ ^{Nevada})
COUNTY OF ~~ALBANY~~ ^{Clark}) SS.:

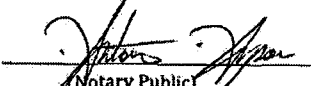
Yuan Liu LLC, being first duly sworn, deposes and says: Property Associates LLC
CEO

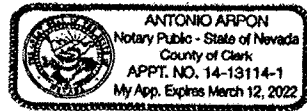
1. That I am the Yuan Liu LLC (Corporate Office) of 1211 Western Ave (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate, and complete.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury.

This 22nd day of January, 2020


(Notary Public)




DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: JULY 8, 2019

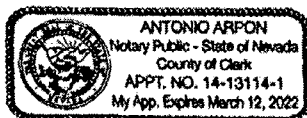
HOLD HARMLESS AGREEMENT

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

(Applicant)

BY: 

State of Nevada
County of Clark
Sworn to before me this
22 day of Jan, 2020

(Notary Public)



DATED: JULY 18, 2019

SCHEDULE A

CREATION OF NEW JOB SKILLS

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

[illegible]

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

DATED: JULY 18, 2019

**NEW YORK STATE FINANCIAL REPORTING
REQUIREMENTS FOR INDUSTRIAL DEVELOPMENT AGENCIES**

Be advised that the New York General Municipal Law imposes certain reporting requirements on IDAs and recipients of IDA financial assistance. Of importance to IDA Applicants is Section 859 (<https://www.nysenate.gov/legislation/laws/GMU/859>). This section requires IDAs to transmit financial statements within 90 days following the end of an Agency's fiscal year ending December 31, prepared by an independent, certified public accountant, to the New York State Comptroller, and the Commissioner of the New York State Department of Economic Development. These audited financial statements shall include supplemental schedules listing the following information:

1. All straight-lease ("sale-leaseback") transactions and whether or not they are obligations of the Agency.
2. All bonds and notes issued, outstanding or retired during the period and whether or not they are obligations of the Agency.
3. All new bond issues shall be listed and for each new bond issue, the following information is required:
 - a. Name of the Project financed with the bond proceeds.
 - b. Whether the Project occupant is a not-for-profit corporation.
 - c. Name and address of each owner of the Project.
 - d. The estimated amount of tax exemptions authorized for each Project.
 - e. The purpose for which the bond was issued.
 - f. The bond interest rate at issuance and, if variable, the range of interest rates applicable.
 - g. Bond maturity date.
 - h. Federal tax status of the bond issue.
 - i. Estimate of the number of jobs created and retained for the Project.
4. All new straight lease transactions shall be listed and for each new straight lease transaction, the following information is required:
 - a. Name of the Project.

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City of Albany IDA Application for Incentives | Adopted ___/___/2019
012001.00025 Business 17819393v5

DATED: JULY 18, 2019

- b. Whether the Project occupant is a not-for-profit corporation.
- c. Name and address of each owner of the Project.
- d. The estimated amount of tax exemptions authorized for each Project.
- e. The purpose for which each transaction was made.
- f. Method of financial assistance utilized for each Project, other than the tax exemptions claimed by the Project.
- g. Estimate of the number of jobs created and retained for the Project.

Sign below to indicate that you have read and understood the above.

Signature:



Name:

Yuanliu He

Title:

Authorized Signatory

Company:

1211 Western Ave Property Associates LLC

Date:

06/23/2020

Exhibit "A"

(Site Map of Project Site)

4850-7329-7822, v. 4

Exhibit "B"

(Photograph of Existing Building)

4850-7329-7822, v. 4



Exhibit "C"

(Detailed Descriptions of Employment)

Property Manager Job Description

Job Description: The goal of a rental property manager in a growing company is such to be willing to give support in the day to day operations of handling tenant concerns, owner's inquiries, handling and scheduling of respected trades and providing support to the General Manager as needed. In addition key importance is to ensure suitable tenants are selected as properties become available meaning responsibilities in efficient and effective leasing of units is of great importance to all levels within the organization. A rental property manager is on call regularly to receive inquiries as they may arise and address repairs as needed prioritizing those that are deemed of emergency as such.

The role in this field encompasses many skill sets but some keys items that are taken into consideration are as follows;

Office Duties:

Maintain general email accounts Answer phones, messages, general information Mail, outgoing and incoming Data Entry - QuickBooks (we will train) Prepare Leases and Tenancy Documentation Collect and process rent cheques Schedule work orders and repair Prepare bank deposits Maintain unit owner financial records Filing Posting rental advertisements General office administration General customer service

Property Management Duties:

Select unit showings, Inspections, Promotion of Services, Liaise with trades for unit repairs, Move in / Move out inspections, Tenancy Application approvals, Assist in the Management of the General Managers Rental Portfolio Requirements: Skills Required:

Proficient in using the Internet, MS Outlook, Microsoft Word and Excel Ability to learn new database software on an ongoing basis as systems change Customer service and client relations Office organization and time management Organizational skills Must be able to multi-task Excellent Communication skills in English, other languages would be an asset

For travel requirements individual must:

Own a reliable vehicle and possess a clean and valid driver's license

Leasing Manager Job Description

Responsibilities of the Leasing Manager include the following, which are subject to change or adjustment:

Leasing:

- Monitor and report building vacancy levels to management.
- Monitor lease expirations and proactively contact existing tenants for renewals or extensions.
- Assist with prospective tenant showings at properties throughout New England, as needed.
- Assist SVP in lease negotiations.
- Provide administrative support to SVP.

4850-7329-7822, v. 4

- Coordinate, negotiate and track first & subsequent lease drafts from LOI to execution.
- Develop tenant concept plans with architect.
- Coordinate tenant construction pricing with WCM and develop lease work letters.
- Draft Letters of Intent.
- Act as liaison between tenants, in-house personnel, outside counsel, consultants and brokers to negotiate, prepare and review leases and related documents, amendments, renewals, extensions, licenses, terminations, subleases, lessor consents, right-of-first-offer & right-of-first-refusal notices, cell tower agreements, etc
- Oversee internal lease review process.
- Coordinate with finance to provide ownership model updates
- Maintain a tracking database of all portfolio leasing matters.

Marketing: • Work with architects to maintain updated leasing plans for company database; ensure square footages are consistent with MRI. • Maintain database of current marketing materials (e.g. leasing brochures). • Update company website and outside listing services with current leasing-related information. • Negotiate, draft, and maintain brokerage listing agreements. • Assist in developing property specific marketing programs as needed. • Assist in maintaining company's Facebook page and other social media outlets.

Acquisitions: • Coordinate preparation of purchase & sales agreements with outside counsel. • Facilitate comments on agreements between parties and arrange for revisions as necessary. • Oversee execution and distribution of P&S agreements and related documents. • Prepare property purchase checklists and monitor for completion of items. • Review agreements for critical dates and contingencies, and calendar and track same. • Prepare and review due diligence contracts. • Assist in due diligence process & review. • Review title and exceptions, judgments or tax liens with outside counsel. • Coordinate contractual insurance requirements for due diligence access. • Coordinate closing with outside counsel.

Job Prerequisites • Demonstrated strong writing, oral and presentation skills. • Proficiency with Microsoft WORD, Excel, Outlook; MRI knowledge a plus. • Bachelor's degree and/or minimum six to eight years experience in commercial real estate, commercial leasing or commercial real estate legal.

Maintenance Worker Job Description

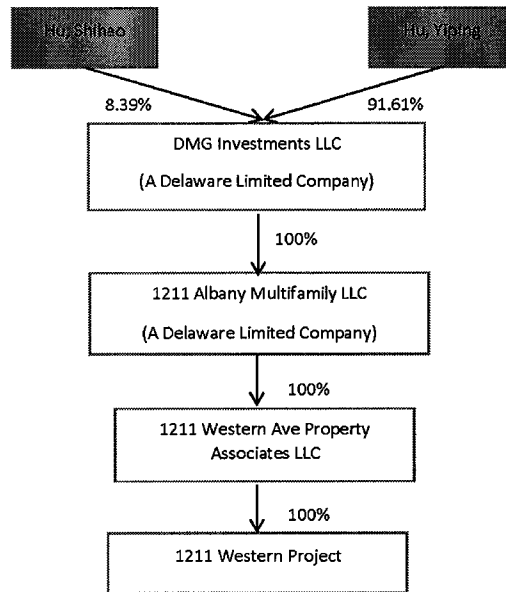
Responsibilities of the maintenance worker are commensurate with those of a typical maintenance worker in the apartment rental field.

Housekeeper Job Description

Responsibilities of the housekeeper are commensurate with those of a typical housekeeper in the apartment rental field.

Exhibit "D"

(Company Organizational Chart)



D-45

EXHIBIT A

DESCRIPTION OF THE PROJECT EVALUATION AND EXPECTED PUBLIC BENEFITS

1211 WESTERN AVE PROPERTY ASSOCIATES, LLC PROJECT

Pursuant to the City of Albany Industrial Development Agency's (the "Agency") Uniform Criteria for the Evaluation of Projects Policy, the following general uniform criteria were utilized by the "Agency" to evaluate and select the project for which the Agency can provide financial assistance. In the discussions had between the Project Beneficiary and the Agency with respect to the Project Beneficiary's request for Financial Assistance from the Agency with respect to the Project, the Project Beneficiary has represented to the Agency that the Project is expected to provide the following benefits to the Agency and/or to the residents of City of Albany, Albany County, New York (the "Public Benefits"):

| Description of Evaluation Criteria/Benefit | | Applicable to Project (indicate Yes or No) | | Criteria Assessment/ Expected Benefit |
|--|--|--|-----------------------------|---|
| 1. | Retention of direct and indirect existing jobs | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <p>Project will increase the level of activity in the Upper Western Ave Corridor, thereby promoting the retention of existing jobs.</p> <p>The Company expects that the Project will result in the retention and creation of employment in the retail, restaurant, entertainment, service, education and office operations located in the surrounding area.</p> |
| 2. | Creation of direct and indirect new permanent jobs | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <p>Project will increase the level of activity in the Upper Western Ave Corridor, thereby promoting the creation of new permanent jobs.</p> <p>The Project will create 5 new full time equivalent jobs.</p> <p>The Company expects that the Project will result in the retention and creation of employment in the retail, restaurant, entertainment, service, education and office operations located in the surrounding area.</p> |

| | | | | |
|----|---|---|-----------------------------|--|
| 3. | Estimated value of tax exemptions | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <p>The exemptions have been weighed against the cumulative benefits of the Project.</p> <p>NYS Sales and Compensating Use Tax Exemption: \$1,000,000 Mortgage Recording Tax Exemption: \$320,000 Real Property Tax Exemption: \$12,845,169</p> |
| 4. | Private sector investment | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Project applicant expects to invest over \$35.7 million of private investment in the Project. |
| 5. | Likelihood of Project being accomplished in a timely fashion | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <p>High likelihood that Project will be accomplished in a timely fashion.</p> <p>The Project has received conditional Planning Board approval.</p> <p>The Applicant closed on the purchase of the property in April 2020.</p> |
| 6. | Extent of new revenue provided to local taxing jurisdictions. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <p>Project will result in new revenue to local taxing jurisdictions under the proposed PILOT program through the City of Albany IDA.</p> <p>Project will result in an increase in assessed value from the current total assessment: \$497,400 (Per City of Albany Commissioner of Assessment and Taxation 2019 Assessment Roll) to the estimated improved total assessment: \$19,500,000 (Per City of Albany Commissioner of Assessment and Taxation).</p> |

| | | | | |
|----|--------|---|-----------------------------|--|
| 7. | Other: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <p>The Project will develop an underutilized property and create approximately 5 FTEs.</p> <p>The Project will increase the consumer base to support local businesses and employers.</p> <p>The Project has committed that 20% of the value of construction contracts will be performed by MWBE entities.</p> <p>The Project has committed that 90% of construction jobs will be filled by local residents.</p> <p>The Project has committed that 15% of construction jobs will be filled by City of Albany residents.</p> <p>The Project meets the intent and furthers the implementation of the following City of Albany strategic initiatives: Albany 2030.</p> |
|----|--------|---|-----------------------------|--|

SCHEDULE E

ANNUAL EMPLOYMENT VERIFICATION/COMPLIANCE REPORT

This Annual Employment Verification/Compliance Report and all applicable attachments must be completed and provided to the Agency by **(INSERT DATE)**. Kindly provide the following information for calendar year YEAR (January 1, YEAR - December 31, YEAR).

Project Closing Date: _____

Project or Company Name: _____

1. Original Estimate of Jobs to be Created and Retained (from the project Application or Initial Employment Plan)..... _____
2. Number of Current Full Time Employees (as of 12/31/xx)..... _____
3. Number of Full Time Construction Jobs During Fiscal Year (20xx)..... _____
4. If "Original Estimate of Jobs to be Created and Retained" does not equal "Number of Current Full Time Employees (as of 12/31/xx)," please explain:

5. Did the Company receive a mortgage recording tax exemption in 20xx (Y/N)? _____
If yes, indicate the amount (\$) of mortgage recording tax exemption received in 20xx _____

6. Did the Company receive a real property tax exemption in 20xx (Y/N)? _____
If yes, indicate if the Company has paid its annual PILOT payments in 20xx (Y/N) _____
If outstanding 20xx PILOT payments remain due, please explain:

7. Did the Company receive a sales tax exemption in 20xx (Y/N)? _____

If yes, ***please attach*** a copy of a filed NYS Dept. of Taxation and Finance Form **ST-340** Annual Report of Sales and Use Tax Exemptions for 20xx (applicable to projects with sales tax exemption letters for construction phase).

8. Does the Company have a Uniform Agency Project Agreement (Y/N)?
.....

If yes, ***please attach*** a copy of a filed 20xx **NYS-45** Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return for the last payroll date in the month of December 20xx (applicable to project applicants that submitted a project application after **March 19, 2015** and that have a Uniform Agency Project Agreement).

9. **Attach** an updated Certificate of Insurance naming the Agency as "Additional Insured." Please refer to your Project Documents for information about required insurance.

10. Has an event of default under the Project Documents occurred or is continuing during FY 20xx?
(Y/N) _____ If yes, please explain: _____

CERTIFICATION

I hereby certify that I am the owner of the project site or am the duly authorized representative and may sign this data submission on behalf of the owner(s) of said project site. I have read and understand all of the requirements contained within the Project Documents and I have read the foregoing Annual Employment Verification/Compliance Report and know the contents thereof; and that the same is true and complete and accurate to the best of my knowledge.

Name (Print)

Title

Signature

Phone Number

Email Address

Company Address

NOTE: The following must be completed for all Projects closed on or after **June 15, 2016:**

RETAINED JOBS

| | Professional | Skilled | Semi-Skilled | Un-Skilled | Total |
|--------------------------------|--------------|---------|--------------|------------|-------|
| Full Time | | | | | |
| Part Time | | | | | |
| Seasonal | | | | | |
| Independent Contractors | | | | | |
| Contract Employees | | | | | |

CREATED JOBS

| | Professional | Skilled | Semi-Skilled | Un-Skilled | Total |
|--------------------------------|--------------|---------|--------------|------------|-------|
| Full Time | | | | | |
| Part Time | | | | | |
| Seasonal | | | | | |
| Independent Contractors | | | | | |
| Contract Employees | | | | | |

SALARY AND FRINGE BENEFITS

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application or the Initial Employment Plan still complete, true, and accurate:

Yes: _____ No: _____

If not, please provide the revised amounts using the table below and attach an explanation of the changes:

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

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

Officer's Certification

I further certify that to the best of my knowledge and belief all of the information under the headings "Retained Jobs," "Created Jobs," and "Salary and Fringe Benefits" above is complete, true, and accurate. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of July 1, 2021 by and between the Company and City of Albany Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: _____
(Authorized Company Representative)

Date: _____

SCHEDULE F
COMMUNITY COMMITMENTS

A. Regional Labor:

The Company commits to 90% of Regional Labor for construction jobs.

B. City of Albany Labor:

The Company commits to 15% of Albany Labor for construction jobs.

C. MWBE/DBE Participation:

The Company commits to at least 20% of the value of awarded construction of the Project is performed by minority or woman owned operations.