



Meeting Agenda – Audit and Finance Committee
 Genesee Local Development Corp.
 Tuesday, March 25, 2021 – 3:00 p.m.
 Location: Electronically

Page #	Topic	Discussion Leader	Desired Outcome
	1. Call To Order – Enter Public Session Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	D. Cunningham	
2-4	2. Chairman's Report & Activities 2a. Agenda Additions / Other Business 2b. Minutes: March 4, 2021	D. Cunningham	Vote
	3. Discussions / Official Recommendations to the Board:		
	3a. 12/31/20 Audit	Mostert, Manzanero & Scott	Disc / Vote
6-24	3b. PSA for Ag Park Resolution	M. Masse	Disc / Vote
25-27	3c. Fraser-Branche Loan Re-Approval	M. Masse	Disc / Vote
28-37	3d. BETP Right of First Refusal	M. Masse	Disc / Vote
38	3e. Caccamise Loan	M. Masse	Disc / Vote
39-53	3f. Workforce Development Agreement with BOCES	M.Masse/C. Suozzi	Disc / Vote
54-56	3g. Workforce Development Agreement with Upstate Niagara	M.Masse/C. Suozzi	Disc / Vote
57-59	3h. Workforce Development Agreement with HP Hood	M.Masse/C. Suozzi	Disc / Vote
	4. Adjournment	D. Cunningham	Vote

GGLDC Audit & Finance Committee Meeting

Thursday, March 4, 2021

Location - Electronically

12:00 p.m.

MINUTES

ATTENDANCE

Committee Members: T. Bender, P. Battaglia, D. Cunningham, T. Felton

Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, J. Krencik, S. Hyde, C. Suozzi

Guests: M. Gray (GCEDC Board Member), C. Klotzbach (GCEDC Board Member),
P. Zeliff (GCEDC Board Member), J. Maurer (Pyramid Brokerage), J. Sanfratello
(GV BOCES)

Absent:

1. CALL TO ORDER / ENTER PUBLIC SESSION

D. Cunningham called the meeting to order at 12:01 p.m. via conference call / video conference.

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202,1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.

Presentation: J. Sanfratello and C. Suozzi presented on the Electro-Mechanical pipeline and training program for Workforce Development.

J. Sanfratello left the meeting at 12:20 p.m.

2. CHAIRMAN'S REPORT & ACTIVITES

2a. Agenda Additions / Other Business – Agenda item 3f was moved to the first item to be addressed under Discussions / Official Recommendations to the Board.

2b. Minutes: February 2, 2021

T. Bender made a motion to recommend approval of the February 2, 2021 minutes; the motion was seconded by T. Felton. Roll call resulted as follows:

T. Felton - Yes

P. Battaglia - Yes

T. Bender - Yes

D. Cunningham - Yes

The item was approved as presented.

3. DISCUSSIONS / OFFICIAL RECOMMENDATIONS TO THE BOARD:

3f. Pyramid Brokerage Extension to Exclusive Listing Agreement – MedTech Park - Pyramid Brokerage would like to enter into an extension to the exclusive agreement with the GGLDC to market, lease and sell property at the MedTech Park. The terms will remain the same, including 10% commission on the sale of property and 7% on any lease of property. The agreement will end on December 31, 2021.

P. Battaglia made a motion to recommend to the full Board the extension to the Exclusive Listing Agreement with Pyramid Brokerage; the motion was seconded by T. Felton. Roll call resulted as follows:

T. Felton - Yes
P. Battaglia - Yes
T. Bender - Yes
D. Cunningham - Yes

The item was approved as presented.

3a. Workforce Development Equipment Purchase / BOCES Agreement – This agenda item was tabled.

3b. Allowance for Doubtful Accounts – L. Farrell reviewed an analysis of allowance for doubtful accounts with the Committee. The collectability of these loans was discussed. There is \$1.4 million in loans outstanding. There are two loans that are assumed uncollectible. There are no foreseen concerns, excluding Rest and Revive, and the staff does not recommend any changes to the allowance.

T. Bender made a motion to maintain the same allowance for doubtful accounts as the previous year; the motion was seconded by P. Battaglia. Roll call resulted as follows:

T. Felton - Yes
P. Battaglia - Yes
T. Bender - Yes
D. Cunningham - Yes

The item was approved as presented.

3c. Investment Report – The Investment Report summarizes the GGLDC's bank balances, general ledger balances and interest income at 12/31/20. The report will be submitted into PARIS and posted on the website.

P. Battaglia made a motion to recommend to the full Board approval of the Investment Report as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

T. Felton - Yes
P. Battaglia - Yes
T. Bender - Yes
D. Cunningham - Yes

The item was approved as presented.

3d. Procurement Report– Public authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted into the PARIS system and posted on the website.

DRAFT

P Battaglia made a motion to recommend to the full Board approval of the Procurement Report as presented; the motion was seconded by T. Bender. Roll call resulted as follows:

- T. Felton - Yes
- P. Battaglia - Yes
- T. Bender - Yes
- D. Cunningham - Yes

The item was approved as presented.

3e. PSA Fancher #3 Resolution – The GGLDC received a Purchase and Sale Agreement from a potential retail project to acquire approximately 2.59 buildable acres out of tax parcel 19.-1-74 for \$129,500.

Fund Commitment – Legal fees to Harris Beach not to exceed \$7,500.00 for the transaction.

No action was taken. The resolution will be re-drafted to reflect a Right of First Refusal as opposed to a Purchase and Sale Agreement.

4. ADJOURNMENT

T. Bender made a motion to adjourn at approximately 12:50 p.m., seconded by T. Felton and passed unanimously.

Review of Purchase and Sale Agreement for Ag Park Property

Discussion: The GGLDC has received a Purchase and Sale Agreement from HP Hood, LLC to acquire tax parcels 13.-1-167.1, 13.-1-176.11 and 13.-1-87.124 (comprising approximately 50.57 acres with 30.42 being buildable) in its entirety for \$1,521,000. Please note that there may be minor revisions to the agreement during attorney review. If any material terms and conditions change, the revised agreement will be brought back for reapproval.

Fund Commitment: Legal fees to Harris Beach not to exceed \$17,500 for the transaction.

Committee Action Request: Recommend approval of Purchase and Sale Agreement and payment of legal fees in connection with closing.

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

AUTHORIZING RESOLUTION
(Sale of Additional Land to HP Hood LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on February 4, 2021, at 4:00 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. # __/2021 - __

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, AS THE MANAGING MEMBER OF GENESEE AGRI-BUSINESS LLC AUTHORIZING (I) THE SALE OF CERTAIN LANDS OWNED BY GENESEE AGRI-BUSINESS LLC TO HP HOOD LLC COMPRISING APPROXIMATELY 50.6 +/- ACRES LOCATED IN THE TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCELS 13.-1-167.1, 13.-1-176.11 AND 13.-1-87.124 (THE "LAND"), AND (II) THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF THE LAND AND THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL THERETO

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "State"), as amended (hereinafter collectively called the "Act"), and pursuant to its certificate of incorporation filed on September 20, 2004 (the "Certificate"), the **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION** (the "Corporation") was established as a not-for-profit local development corporation of the State with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, the Corporation is the managing and majority member of **GENESEE AGRI-BUSINESS LLC** ("GAB"); and

WHEREAS, among other property, GAB owns approximately 50.6+/- acres of vacant land located at West Ag Park Drive and Ellicott Street Road, Town of Batavia, Genesee County, New York (the "Land"); and

WHEREAS, **HP HOOD LLC** and its permitted assigns (the "Company") has offered to purchase the Land in connection with a certain project to be undertaken by the Company thereon pursuant to the terms and conditions of that certain Purchase and Sale Agreement, the form of which is attached hereto as Exhibit A (the "Purchase and Sale Agreement").

WHEREAS, GAB desires to transfer to the Company, for and in consideration of \$50,000.00 per developable acre, an approximately 50.6 +/- acre parcel of land located in the Genesee Valley Agri-Business Park (the "Park") at West Ag Park Drive, in the Town of Batavia, Genesee County, New York, known as tax parcels 13.-1-167.1, 13.-1-176.11 and 13.-1-87.124 (the "Land"); and

WHEREAS, the Corporation desires to adopt a resolution authorizing (i) the sale of the Land to the Company, (ii) the execution of the Purchase and Sale Agreement, and (iii) a deed and related documents in connection with the purchase and sale of the Land (the "Closing Documents"); and

WHEREAS, the Purchase and Sale Agreement in connection therewith has been negotiated and is presented to this meeting for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby finds and determines that:

(A) By virtue of the Act and the Certificate, the Corporation has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act and the Certificate; and

(B) The Corporation has the authority to take the actions contemplated herein pursuant to the Act and the Certificate; and

(C) The Corporation finds that the proposed transfer of the Land constitutes a "Type II action" pursuant to New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), and therefore is exempt from review under SEQRA.

Section 2. The Corporation hereby authorizes the transfer of the Land (such metes and bounds description to be agreed upon by the Buyer and GAB), subject to compliance with all applicable law, including, without limitation, the New York State Public Authorities Accountability Act and the execution and delivery of all documents necessary and incidental thereto.

Section 3. The Chairman, Vice Chairman, President/Chief Executive Officer and/or Senior Vice President of Operations of the Corporation are hereby authorized, on behalf of the Corporation and GAB, to do all acts and things required and to execute and deliver all such

deeds, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$17,500.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land, in which event, additional attorney fees are authorized as necessary to resolve such foregoing issues.

Section 5. These Resolutions shall take effect immediately upon adoption.

	<i>Yea</i>		<i>Nay</i>		<i>Absent</i>		<i>Abstain</i>	
Donald Cunningham	[]	[]	[]	[]
Thomas Felton	[]	[]	[]	[]
Sarah Noble-Moag	[]	[]	[]	[]
Mary Ann Wiater	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Todd Bender	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Gregg Torrey	[]	[]	[]	[]
Pete Zeliff	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

**PURCHASE AND SALE CONTRACT
FOR LOTS, VACANT LAND AND FARMS**

When signed, this document becomes a binding contract.
Purchaser or Seller may wish to consult their own attorney.

PURCHASER(S): **HP HOOD LLC**, a Delaware limited liability company with an address at Six Kimball Lane, Lynnfield, Massachusetts 01940

SELLER(S): **GENESEE AGRI BUSINESS, LLC**, a New York limited liability company with an address at 99 MedTech Drive, Batavia, New York 14020

OFFER TO PURCHASE

Purchaser offers to purchase the property described below (the "Property") from Seller on the following terms:

1. **PROPERTY DESCRIPTION:** The approximate size of the land to be purchased by the Purchaser from the Seller is 50.6 acres ("Land"). The Land is depicted per attached Exhibit "A" and consists of tax parcels 13.-1-167.1, 13.-1-176.11 and 13.-1-87.124, situated in the Town of Batavia. The actual acreage of the Land to be purchased by the Purchaser from the Seller shall be determined based on the Updated Survey Map (as defined in paragraph 5.C below). In addition to the Land, the Property also includes all rights and appurtenances pertaining to the Land, including, without limitation: (i) any and all access and other easements, covenants, privileges and hereditaments benefitting the Land, whether or not of record; and (ii) any and all access, air, water, riparian, development and utility rights.

2. **PRICE; AMOUNT AND HOW IT WILL BE PAID:** The purchase price to be paid by the Purchaser to the Seller for the Property shall be One Million Five Hundred Twenty-One Thousand and 00/100 Dollars (\$1,521,000.00).

The Purchaser shall receive a credit at Closing (as defined in paragraph 4) for the Deposit (as defined in paragraph 11) made hereunder. The balance of the purchase price, as adjusted pursuant to paragraph 8, shall be paid by official bank draft, wire or certified check at Closing.

3. **CONTINGENCIES:** Purchaser makes this offer subject to the following contingencies to be satisfied or waived by September 1, 2021:

Due diligence pursuant to paragraph 16, acceptable to Purchaser in its sole and absolute discretion.

If Purchaser does not notify Seller in writing on or prior to September 1, 2021 that Purchaser has satisfied or waived the foregoing contingency, this Contract shall be null and void and neither party shall (except for any obligations which expressly survive a termination of this Contract) have

any further rights or obligations under this Contract, except that Purchaser shall be entitled to prompt return of the Deposit. Purchaser's notice to Seller pursuant to this Section 3 may be given by Purchaser's counsel.

4. CLOSING DATE, PLACE, AND POSSESSION: Transfer of title ("Closing") shall take place at the Genesee County Clerk's Office or at the offices of the Seller's attorney on or before December 31, 2021. The actual date of Closing will hereinafter be referred to as the "Closing Date."

5. TITLE AND RELATED DOCUMENTS: Seller shall provide the following documents in connection with the sale:

- A. **Deed.** Seller will deliver to Purchaser at Closing a properly signed and notarized Bargain and Sale Deed with covenant against grantor's acts and subject to trust fund provisions of Section 13 of the Lien Law.
- B. **Abstract, Bankruptcy and Tax Searches.** Seller will furnish and deliver to Purchaser or Purchaser's attorney within thirty (30) calendar days from the Date of Acceptance (as defined in paragraph 16), at Seller's expense, fully guaranteed tax, title and United States Court Searches dated or re-dated after the Date of Acceptance with a local tax certificate for Town, Village or City and School District taxes, if any, as well as corporate franchise tax search (collectively, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the Closing Date.
- C. **Instrument Survey Map.** The Seller shall furnish and pay for an instrument survey map of the Property being purchased ("Updated Survey Map") and shall have markers placed on the angle points and pins on the corners. The Updated Survey Map shall be prepared by a licensed surveyor and dated or re-dated after the Date of Acceptance. The Updated Survey Map shall show acreage of the Land exclusive of public rights of way, if any. The Updated Survey Map shall be furnished to the Purchaser and its attorneys within thirty (30) calendar days from Seller's delivery of the Title Evidence to Purchaser. The Updated Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- D. **Corporate Documents.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days before the Closing Date, at Purchaser's expense, a current Certificate of Good Standing.
- E. **Title Company Affidavits and Other Documents.** Seller will deliver to Purchaser at Closing such affidavits and other agreements as may be reasonably required by Purchaser's title insurance company to issue a fee title insurance policy to Purchaser for the Property, including a commercially reasonable title affidavit and gap indemnity.
- F. **Due Diligence Documents.** Within five (5) business days following the Date of Acceptance, to the extent within its possession or control, Seller will provide Purchaser with copies of any and all existing (i) title reports, abstracts of title, title insurance commitments, title insurance policies, title exception documents and survey maps

pertaining to the Property, (ii) environmental studies, engineering studies, soil tests, and any other relevant documents pertaining to the physical or environmental condition of the Property, and (iii) any permits and approvals issued with regard to the development of the Property.

6. **MARKETABILITY OF TITLE:**

- A. The deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the Property in fee simple, free and clear of all liens and encumbrances. However, Purchaser agrees to accept title to the Property subject to (i) the lien of current real estate taxes not due and payable; and (ii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with the construction or use of any improvements Purchaser may construct in compliance with all present zoning and building codes applicable to the Property (the "Permitted Exceptions"). Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.
- B. THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, (1) THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, (2) THAT, FOLLOWING DUE DILIGENCE, PURCHASER SHALL BE FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND (3) THAT PURCHASER SHALL BUY THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY. THE WAIVER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

7. **OBJECTION TO TITLE:** If Purchaser raises a valid written objection to Seller's title, other than Permitted Exceptions, within thirty (30) days of receipt of all Title Evidence and the Updated Survey Map ("Title Objection Notice"), Seller shall have thirty (30) business days from its receipt of the Title Objection Notice ("Seller's Response Period") to cause Seller's attorneys to provide Purchaser's attorneys with written assurances that are satisfactory to Purchaser, in Purchaser's reasonable discretion, that all title objections will be removed before or at the Closing. If Seller's attorneys do not provide such written assurances to Purchaser's attorneys prior to the expiration of the Seller's Response Period, then Purchaser may terminate this Agreement by giving a written termination notice to Seller at any time on or prior to September 1, 2021. In which event this Contract shall be null and void and neither party shall (except for any obligations which expressly survive a termination of this Contract) have any further rights or obligations under this Contract, except that Purchaser shall be entitled to the prompt return of the Deposit. Purchaser's termination notice to Seller pursuant to this paragraph 7 may be given by Purchaser's attorneys. Notwithstanding anything to the contrary contained in this paragraph 7, Seller and Purchaser hereby agree that Purchaser automatically (i.e., without the need for further notice to Seller) objects to all mortgage liens, mechanic's liens, judgment liens, security interests and any other liens

affecting all or any portion of the Property, except for liens arising from real estate taxes that are not due and payable as of the Closing, and Purchaser shall in no event be deemed to have waived its objection to any such liens. Seller shall deliver to Purchaser at Closing properly executed instruments, in recordable form, necessary to satisfy and release such liens.

8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING

ADJUSTMENTS: Seller will pay the real property transfer tax. Purchaser will pay for recording the deed and the mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from GCEDC. The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the Closing Date, excluding any delinquent items, interest and penalties: current taxes or special district fees computed on a fiscal year basis, rent payments, fuel oil on the Property, water charges, pure water charges, sewer charges, current common charges or assessments. If there is a water meter at the Property, Seller shall furnish an actual reading to a date not more than 30 days before the Closing Date. At Closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.

9. ZONING: Seller represents that the Property is zoned for use as a Commercial and Industrial Park.

10. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this Contract without any further liability to Seller. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

11. DEPOSIT TO SELLER: Purchaser shall make a One Hundred Fifty-Two Thousand One Hundred and no/100 U.S. Dollars (\$152,100.00) refundable deposit ("Deposit") within three (3) business days following the Date of Acceptance to be held in escrow by Seller's attorney Harris Beach PLLC, 99 Garnsey Road, Pittsford, NY 14534 pursuant to the Escrow Agreement attached hereto as Exhibit "B". Such Deposit shall be paid to Seller at the time of Closing and shall be credited against the total purchase price at Closing. Should this Contract be terminated for any reason, except for Purchaser's default hereunder, the Deposit shall be refunded to the Purchaser.

11.(a). DEFAULT; LIQUIDATED DAMAGES:

- (i) Seller's Default. In the event that the sale of the Property fails to close as a result of a default under this Contract by the Seller, Purchaser may (i) sue Seller for specific performance and reasonable attorney's fees or (ii) terminate this Contract, in which event the Escrow Agent shall deliver the Deposit to Purchaser and Seller shall pay to Purchaser Purchaser's reasonable out-of-pocket costs in connection with the Purchaser's due diligence costs and expenses in an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) as liquidated damages resulting from Seller's breach hereof and thereafter neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Seller hereunder, such default shall not be effective until expiration of fifteen (15) business days after Purchaser shall give to Seller written notice of such default which notice shall afford to Seller the option within such fifteen (15)

business day period to cure the default in accordance with the notice given by Purchaser.

- (ii) Purchaser's Default. In the event that the sale of the Property fails to close as a result of a default under this Contract by Purchaser, Seller may (i) sue Purchaser for specific performance, and reasonable attorney's fees or (ii) terminate this Contract in which event the Escrow Agent shall release to Seller Twenty Thousand and 00/100 Dollars (\$20,000.00) of the Deposit as liquidated damages resulting from Purchaser's breach hereof, with Escrow Agent directed to return the balance of the Deposit to Purchaser and thereafter neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Purchaser hereunder, such default shall not be effective until expiration of fifteen (15) business days after Seller shall give to Purchaser written notice of such default, which notice shall afford to Purchaser the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Seller.

12. REAL ESTATE BROKER: Seller and Purchaser acknowledge that no broker brought about this transaction. Seller and Purchaser warrant and represent that they have not dealt with any brokers in connection with the sale embraced in this Contract and agree to indemnify and hold each other harmless from the claims of any other brokers for commissions. The provisions of this paragraph 12 shall survive Closing.

13. RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY:

If more than one person signs this Contract as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Purchaser in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. Purchaser shall not have the right to assign its rights, duties and obligations pursuant to this Contract or any of its rights hereunder without the prior written consent of Seller, which consent shall not be unreasonably conditioned, withheld or delayed; provided, however, Purchaser shall be permitted to assign this Contract to any affiliate or subsidiary, or an entity created for the acquisition contemplated herein without obtaining Seller's consent so long as the Purchaser named herein remains fully responsible for the performance of all of Purchaser's obligations under this Agreement. No assignment shall be effective unless and until Purchaser provides Seller with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

14. ENTIRE CONTRACT: This Contract when signed by both Purchaser and Seller will be the record of the complete agreement between the Purchaser and Seller concerning the purchase of the Property. No verbal agreements or promises made by either the Seller or the Purchaser shall be binding.

15. NOTICES. All notices under this Contract shall be in writing and shall be deemed validly given if sent by certified mail or by overnight delivery via a commercial courier to the addresses specified below by either party or its counsel. Any notice issued by or on behalf of the Seller or

Purchaser with respect to this Contract must also simultaneously be provided to the counsel for the receiving party to be effective as follows:

Seller:

Genesee Agri Business, LLC
Attn: Mark A. Masse
99 MedTech Drive
Suite 106
Batavia, New York 14020

Counsel for Seller:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Francis L. Gorman, III, Esq.
E-mail: flgorman@harrisbeach.com
Phone: (585) 419-8628

Purchaser:

Stephen Kaneb
Vice President, Real Estate
HP Hood LLC
Six Kimball Lane
Lynnfield, MA 01940

Inside Counsel for Purchaser:

Paul C. Nightingale
Senior Vice President & General Counsel
HP Hood LLC
Six Kimball Lane
Lynnfield, MA 01940

Outside Counsel for Purchaser:

Kevin V. Recchia
Bond Schoeneck & King, PLLC
4001 Tamiami Trail North, Suite 105
Naples, FL 34103-3556

16. ACCESS TO PROPERTY/DUE DILIGENCE. At any time after the date upon which this Contract is executed by both Purchaser and Seller ("Date of Acceptance"), Purchaser may inspect, survey, examine and/or test the Property and conduct such tests thereon as it deems appropriate, including any such non-invasive inspection, surveying, examination, and/or testing required to conduct such activities in support of locating the planned economic development project at the site to and including any activities necessary for the SEQR process, by agent or otherwise. Purchaser acknowledges and agrees that it shall have no right to conduct drilling, soil boring or other invasive testing on the Property without first obtaining Seller's prior written consent, which consent shall be in Seller's sole and absolute discretion, predicated upon Purchaser

presenting Seller with a detailed map of the location of where such invasive testing shall be conducted, a description of the nature of such invasive testing and whatever environmental or engineering reports upon which Purchaser is basing its request for such drilling, soil boring or other invasive testing. Purchaser and/or its agents and employees shall have access to the Property at any reasonable time for purposes of making the foregoing inspections on prior reasonable notice to Seller. Unless otherwise agreed to in writing between the Purchaser and Seller, Purchaser shall bear all costs associated with the foregoing inspections and associated activities of the Property performed or conducted by Purchaser, or at the request of Purchaser, by its agent(s) or otherwise. Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Loss and Expense") arising from: (a) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections; and (c) Purchaser's presence (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Contract, which indemnity shall survive Closing or the earlier termination of this Contract. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon. Notwithstanding the foregoing, Purchaser's indemnification obligation pursuant to this paragraph 16 shall not apply to the extent any Loss and Expense results from the negligence or intentional misconduct of Seller.

17. INTEREST IN PROPERTY. Seller represents that, except for Seller there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof. Any possession, occupancy and/or possessory rights of any persons other than Seller, shall be terminated by Seller on or prior to the Closing Date.

18. COMMON AREA CHARGES; COMMUNITY FEES. The common area charges, association fees or other community fees or assessments (including, but not limited to, any charges, dues or fees due in connection with the Genesee Valley Agri-Business Park) shall not exceed One Thousand Four Hundred and no/100 Dollars (\$1,400.00) annually for the first two (2) years following the Closing Date, and any future annual increases shall not exceed the lesser of (i) five percent (5%), or (ii) increases in the Consumer Price Index for All Urban Consumers-U.S. City Average. On or prior to October 1, 2021, the Seller shall provide the Purchaser with documentation regarding the common area charges, association fees or other community fee or assessment including the methodology utilized to calculate these fees and the manner in which these fees are utilized. The deed of conveyance shall provide for payment of such fees.

19. APPLICABLE LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York. The parties further agree that for the purposes of litigation arising between the parties, venue shall be laid in Genesee County Supreme Court. The prevailing party shall be entitled to attorney fees.

20. COUNTERPARTS. This Contract may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Contract.

21. AUTHORITY. Purchaser certifies to Seller that the execution, delivery and performance by Purchaser of this Contract and the performance of the Purchaser of the transactions contemplated hereunder have been duly authorized by Purchaser and that the individual signing this Contract on behalf of Purchaser has the full authority of Purchaser to enter into this Contract.

22. ENVIRONMENTAL. Seller represents and warrants to the best of its actual knowledge without independent investigation or inquiry that it has not received written notice that the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material. The term "Hazardous Material" means any material, substance or waste that is listed, regulated, or otherwise defined as "hazardous," "toxic," "radioactive," or a "pollutant," or "contaminant" (or words of similar intent or meaning) under any applicable law, including but not limited to petroleum, petroleum by-products, asbestos or asbestos-containing material, toxic mold, polychlorinated biphenyls, flammable or explosive substances, or pesticides.

Seller certifies to the Purchaser that the Seller owns the Property and that the individual signing this Contract on behalf of the Seller has the full authority of the Seller to enter into this Contract. Seller accepts the offer and agrees to sell on the terms and conditions set forth above.

23. EDA GRANT ASSISTANCE FOR PARK. The Seller and Purchaser acknowledge that the industrial/business park in which the Property is located was improved, in part, with funding from the United States Economic Development (EDA), United States Department of Commerce, EDA Project Number 01-01-14201. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

a. The deed shall include a covenant that will restrict the use of the Property to industrial/business purposes and require the Property to be used in compliance with all federal and state laws. The covenant will be effective until September 28, 2032.

b. Upon written request, Purchaser agrees to provide Seller and/or EDA with available documents, evidence or reports generated in the normal course of business demonstrating that the Property is being used in compliance with federal and state law, including but limited to, applicable federal and state environmental laws.

***[REMAINDER OF PAGE HAS BEEN LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]***

SELLER:
GENESEE AGRI BUSINESS, LLC

By: _____
Name: _____
Title: _____
Date: March __, 2021

WITNESS: _____
Print Name: _____
Date: March __, 2021

PURCHASER:
HP HOOD LLC

By: _____
Name: _____
Title: _____
Date: March __, 2021

WITNESS: _____
Print Name: _____
Date: March __, 2021

Exhibit A

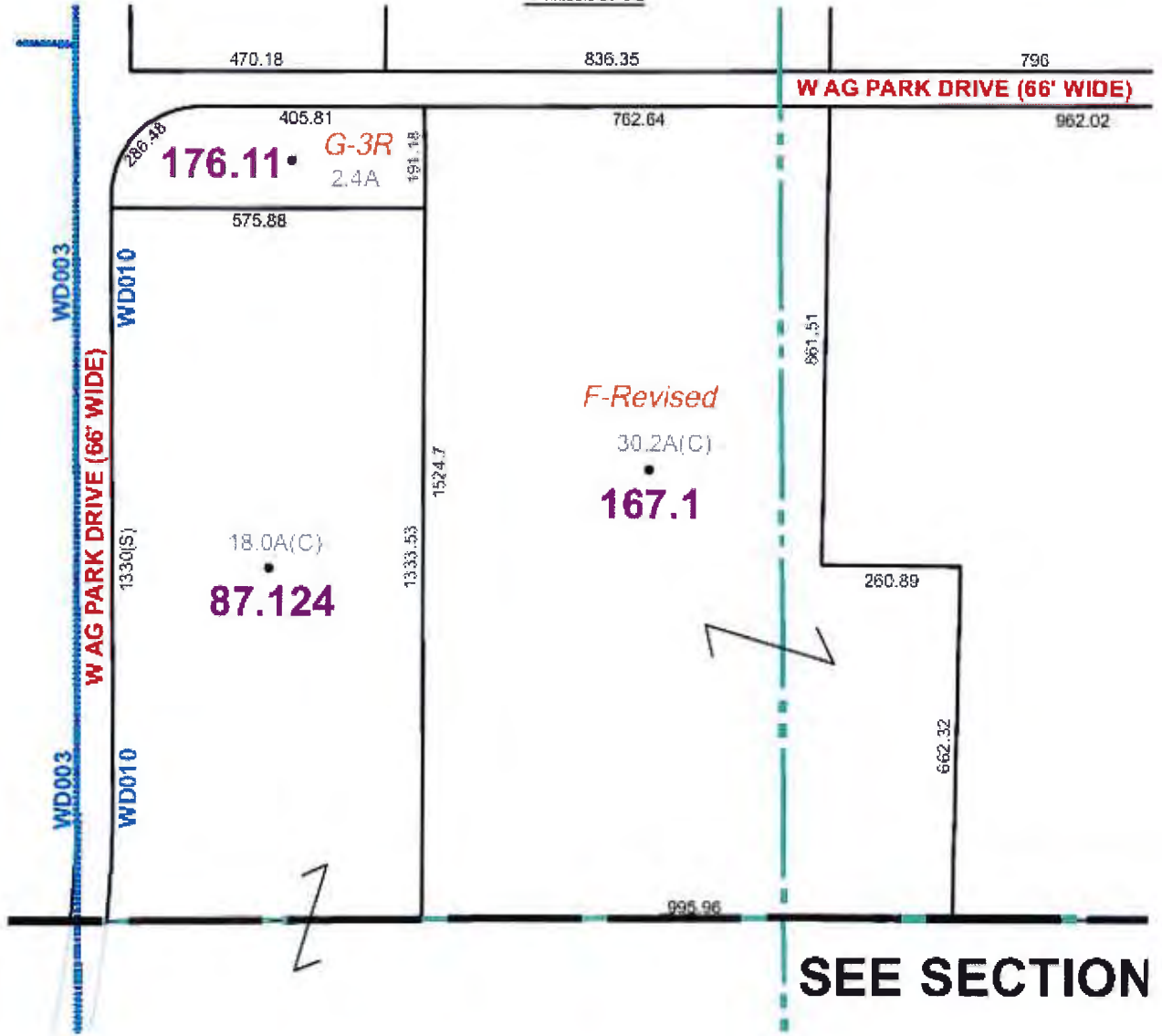


Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, effective as of March __, 2021 (this "Agreement"), is by and among **HP HOOD LLC**, a Delaware limited liability company ("Buyer"), **GENESEE AGRICULTURE BUSINESS, LLC**, a New York limited liability company ("Seller"), and **HARRIS BEACH PLLC**, a New York professional service limited liability company, as escrow agent ("Escrow Agent").

WHEREAS, as of the date set forth above, Buyer and Seller have entered into a purchase agreement (the "PSA") whereby Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, certain property located in the Town of Batavia, Genesee County, New York consisting of tax parcels 13.-1-167.1, 13.-1-176.11 and 13.-1-87.124 (collectively, the "Land"); and

WHEREAS, pursuant to the PSA, Buyer has agreed to pay to Seller an amount equal to One Million Five Hundred Twenty-One Thousand and 00/100 Dollars (\$1,521,000.00) for approximately 50.6 acres, as consideration for the Land, subject to the provisions of Section 2 of the PSA; and

WHEREAS, pursuant to the PSA, Buyer shall deliver to the Escrow Agent within three (3) business days from the date set forth above, funds in the amount of One Hundred Fifty-Two Thousand One Hundred and no/100 U.S. Dollars (\$152,100.00) (the "Escrow Funds") as a good faith deposit with respect to the Land, to be released from escrow and delivered to Buyer and/or Seller in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein and in the PSA, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Escrow Agent agrees to hold the Escrow Funds in escrow upon the terms and conditions set forth in this Agreement. Escrow Agent shall hold the funds in its attorney IOLA Trust Account. The Escrow Funds shall not be subject to lien or attachment by any creditor of any party hereto and shall be used solely for the purposes set forth in this Agreement.

2. Escrow Agent shall retain the Escrow Funds until Escrow Agent shall have received (a) a joint written instruction executed by Seller and Buyer directing delivery of the Escrow Funds, or (b) a final, non-appealable order (a "Decree") directing delivery of the Escrow Funds from a court with jurisdiction over the parties or from an arbitrator(s) selected by mutual agreement of Buyer and Seller, in which event Escrow Agent shall disperse the Escrow Funds in accordance with such written instructions or Decree. Any Decree shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the Decree is final and non-appealable. Escrow Agent may act on such Decree and legal opinion without further questions. Upon receipt of the joint written instructions, Escrow Agent shall release, by delivery of a check from Escrow Agent's trust account or by wire transfer to an account or accounts

designated by Seller or Buyer, as the case may be, the amount specified in the joint written instructions.

3. Escrow Agent shall have the power, authority and discretion expressly conferred upon it by this Agreement, and shall not be required to perform any act or do anything not within such power, authority and discretion. All parties understand and agree that Escrow Agent is not a principal, participant or beneficiary of the underlying transaction which necessitates this Agreement. Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth herein and may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to Escrow Agent hereunder and believed in good faith by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent may conclusively presume that each of the undersigned has full power and authority to instruct Escrow Agent on behalf of the respective party for which each of the undersigned has signed. Escrow Agent shall not be liable for any action taken by it in good faith without gross negligence and believed by it to be authorized or within the power, authority or discretion conferred upon it by this Agreement, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel or upon any certificate, request, instruction or other document believed by it to be genuine and to have been signed and presented by the proper party or parties. Escrow Agent shall be entitled to consult with its counsel and shall not be liable for any action taken or omitted by Escrow Agent in good faith in accordance with the opinion and advice of such counsel whether such counsel be a member or associate of Escrow Agent or independent counsel.

4. For and in consideration of its services hereunder, Escrow Agent shall be jointly and severally indemnified by Buyer and Seller against any loss, liability or reasonable expense incurred by Escrow Agent without gross negligence or bad faith on the part of Escrow Agent arising out of or in connection with any litigation involving its services as Escrow Agent hereunder, including the reasonable costs and expenses of defending itself against any claim of liability arising out of or in connection with its services as Escrow Agent hereunder. The provisions of Section 3 above and this Section 4 shall survive the termination of this Agreement and the resignation or removal of Escrow Agent.

5. Escrow Agent may resign at any time upon written notice to Seller and Buyer. Upon such resignation, Seller and Buyer shall use their reasonable efforts to select a successor escrow agent within ten (10) days after receiving such notice. If Seller and Buyer fail to appoint a successor escrow agent within such time, Escrow Agent shall have the right to petition any court contemplated by Section 10 for the appointment of a successor. Seller and Buyer, acting jointly, may terminate Escrow Agent at any time upon appointment of a successor Escrow Agent and written notice thereof to Escrow Agent. Any successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, Escrow Agent shall be discharged from any further duties and liability under this Agreement. Escrow Agent shall be paid any outstanding amounts owed to Escrow Agent pursuant to Section 4 above prior to transferring the Escrow Funds to a successor escrow agent.

6. This Agreement shall terminate on the date upon which the Escrow Funds shall have been completely distributed pursuant to the terms and conditions contained herein, and Escrow Agent shall be relieved of all responsibilities in connection with this Agreement.

7. All notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and shall be deemed to have been received (i) at the time of personal delivery, (ii) if sent by email, when receipt thereof is acknowledged by a confirmation email sent by the recipient; provided that the sender follows up with delivery in accordance with clause (i), (iii) or (iv) herein, (iii) the next business day following the date on which the same has been delivered prepaid to a nationally recognized overnight courier service, or (iv) three (3) business days following deposit in the mail as registered or certified, postage prepaid. All such notices shall be addressed to the parties at their respective addresses set forth below:

Seller:

Genesee Agri Business, LLC
Attn: Mark A. Masse
99 MedTech Drive
Suite 106
Batavia, New York 14020

Counsel for Seller:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Francis L. Gorman, III, Esq.
E-mail: flgorman@harrisbeach.com
Phone: (585) 419-8628

Purchaser:

Stephen Kaneb
Vice President, Real Estate
HP Hood LLC
Six Kimball Lane
Lynnfield, MA 01940
E-mail: SKaneb@catamountmanagement.com

Inside Counsel for Purchaser:

Paul C. Nightingale
Senior Vice President & General Counsel
HP Hood LLC
Six Kimball Lane
Lynnfield, MA 01940
Paul.Nightingale@hphood.com

Outside Counsel for Purchaser:
Kevin V. Recchia
Bond Schoeneck & King, PLLC
4001 Tamiami Trail North, Suite 105
Naples, FL 34103-3556
Krecchia@bsk.com

8. This Agreement may not be amended, modified, supplemented or otherwise altered, except by a writing signed by each of the parties hereto.

9. This Agreement constitutes the entire agreement among the parties hereto with respect to the escrow of the Escrow Funds, and supersedes all prior and contemporaneous understandings and agreements with respect thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement expressly sets forth all of the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement.

10. This Agreement and all matters relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any provision thereof requiring application of the law of any other jurisdiction. The parties hereby agree that any dispute between or among them arising out of or in connection with this Agreement shall be adjudicated only before the New York State Supreme Court located in Genesee County New York, and they hereby submit to the exclusive jurisdiction of the New York State Supreme Court located in Genesee County New York with respect to any action or legal proceeding related hereto commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the respective addresses set forth in this Agreement for each party.

11. Seller acknowledges that Harris Beach PLLC is currently representing Seller as legal counsel in connection with the transactions contemplated by this Agreement, the PSA and related documents. Neither the agreement by the parties hereto that Harris Beach PLLC shall act as Escrow Agent, nor any other term of this Agreement, nor any other agreement or understanding between or among the parties hereto shall prevent or inhibit, or be construed or interpreted so as to prevent or inhibit, Harris Beach PLLC from serving at any time as legal counsel to Seller or any agent or affiliate of Seller, whether in connection with this Agreement or otherwise. Escrow Agent shall be responsible for holding, and disbursing the Escrow Funds pursuant to this Agreement, but in no event shall it be liable for any exemplary or consequential damages hereunder when its acts, taken or omitted, are in good faith. The duties and responsibilities of Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement and no other or further duties or responsibilities shall be implied. Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than outlined in this Agreement.

12. Should any controversy arise between or among the undersigned with respect to this Agreement or with respect to the Escrow Funds, Escrow Agent shall have the right to consult counsel of its choice (which may be a member or associate of Escrow Agent or independent counsel) and/or to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties. Should such actions be necessary, or should Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Funds, each of Buyer and Seller, jointly and severally, hereby binds and obligates itself to pay any and all reasonable attorney's fees (including internal reasonable legal fees of Escrow Agent) incurred by Escrow Agent, and any other reasonable disbursements, reasonable expenses, losses, costs and damages incurred by Escrow Agent, in connection with or resulting from such actions.

13. Except to the extent caused by the gross negligence or bad faith of Escrow Agent, Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, the following:

(i) the act, failure or neglect of any agent or correspondent selected by Escrow Agent or the parties hereto;

(ii) any delay, error, omission or default connected with the remittance of funds;

(iii) any delay, error, omission or default of any mail, telephone, electronic mail or wireless agency or operator; or

(iv) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers.

14. The provisions of this Agreement may not be waived, altered, amended or supplemented, in whole or in part, except by a writing signed by all of the parties hereto.

15. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party without the prior consent of the other parties.

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

[No further text on this page; Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Escrow Agreement as of the date first above written.

SELLER:

GENESEE AGRICULTURE BUSINESS, LLC, a New York limited liability company

By: _____

Name:

Title:

BUYER:

HP HOOD LLC, a Delaware limited liability company

By: _____

Name:

Title:

ESCROW AGENT:

HARRIS BEACH PLLC

By: _____

Francis L. Gorman, III, Member

Loan Application for Fraser-Branche Property, LLC

Discussion: In February 2020 Fraser-Branche Property, LLC applied for a \$150,000 loan from the GGLDC's RLF #2 that was approved by the Board and a commitment letter was issued. The commitment was extended twice before its expiration in October of 2020. The company's project had taken longer than anticipated due to many unforeseen issues, the biggest of which was Covid. The Company has acquired the building and is almost complete with the renovations and is seeking reapproval of their original loan request to serve as the gap financing on the project. The terms are \$150,000 loan to be repaid based on a ten year amortization at Prime Rate, adjusted annually in January with a floor of 3%. The loan shall bear the personal guarantees of the members as well as a third lien position in the facility.

Fund Commitment: \$150,000 from GGLDC RLF#2.

Committee Action Request: Recommend reapproval of \$150,000 loan to Fraser-Branche Property, LLC at Prime Rate of interest, adjusted annually in January with a floor of 3%. This loan will also require personal and corporate guarantees as well as a third position in the building.

Fraser Branche Medical, LLC

Project Description

Overview

Fraser Branche Medical, LLC is a New York State Limited Liability Company.

The Project

The project will consist of acquiring and remodeling of the interior of one half of the current YWCA facility to create new office and patient space for Three Little Birds Pediatrics.

Financing for the project includes bank financing, a loan from the Genesee Gateway Local Development Corp.'s (GGLDC) Loan Fund #2 and equity.

The GGLDC is proposing to use Revolving Loan #2 funding in the amount of \$150,000 to provide a loan to the Company as gap financing on the project. The term loan will have an interest rate of Prime with a floor of 3% per annum, to be readjusted annually, and will be amortized over a 10-year term. The loan will be secured by a third position lien filing on the building as well as cross-corporate and personal guarantees from the members.

Combined project sources and uses of funds are detailed as follows:

Uses of Funds:	
Property acquisition	\$350,000
New construction	1,173,892
Furnishings/fixtures/soft costs	41,708
Total Uses	\$1,565,600
Sources of Funds:	
GGLDC Loan Fund	\$150,000
Equity/cash	141,560
Bank financing	1,274,040
Total Sources	\$1,565,600

Underwriting Guidelines

Project Costs - The Company has fully vetted out the remodel costs utilizing quotes from contractors.

Commitment of Other Sources of Funds - The Company has commitment letters from the Bank of Castile and NYBDC.

Financial Feasibility – The GGLDC has reviewed the Company's financial statements. It appears that the projection of the increase in revenues from the expansion would cover the projected debt service payments along with providing additional cash flow to the Company.

Pro Rata Disbursement of Funds - The GGLDC Loan Fund funding will be used to finance a portion of the construction. With bank financing funding the majority of the project, the GGLDC will require that the Company close with the bank financing prior to, or concurrent with, the GGLDC loan financing.

Description of Impact - The proposed project will result in the Company acquiring manufacturing equipment and minor construction improvements to the manufacturing facility. The proposed project will support the creation of 1.5 new FTE's.

Review of Right of First Refusal for BETP Property

Discussion: The GGLDC has prepared a Right of First Refusal Agreement from a potential retail project to acquire approximately 2.59 buildable acres out of tax parcel 19.-1-74. The term of the agreement is for one year, with one additional year possible under a renewal. The cost would be \$500.00 non-refundable, but could be credited against the purchase price if acquired.

Fund Commitment: None at this time.

Committee Action Request: Recommend approval of Right of First Refusal Agreement.

RIGHT OF FIRST REFUSAL AGREEMENT

This RIGHT OF FIRST REFUSAL AGREEMENT (this "*Agreement*"), made and entered into as of February ____, 2020 (the "*Effective Date*"), is by and between GENESEE GATEWAY LOCAL DEVELOPMENT CORP., a New York limited liability company with a mailing address of 99 MedTech Drive, Batavia, New York 14020 ("*Grantor*"), and J & R FANCHER PROPERTY HOLDINGS, LLC, a Delaware limited liability company with a mailing address of 13661 Main Street, Akron, New York 14001, Attn: Randy Fancher ("*Grantee*").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land located in the Town of Pembroke, County of Genesee, State of New York, S.B.L. #19-1-74 containing approximately 2.59 acres = and as more particularly shown on Exhibit A attached hereto and made a part hereof (the "*Land*"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a right of first refusal to purchase all or portions of the Land in accordance with the terms hereinafter set forth,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Subject to the terms hereof, Grantor hereby grants to Grantee an exclusive right of first refusal to purchase all or any portion of the Land ("*ROFR*") for one (1) twelve (12) month period (the "*ROFR Term*"), unless sooner terminated by Grantor pursuant to Section 5, commencing on the Effective Date of this Agreement and ending twelve (12) months thereafter (the "*ROFR Termination Date*"), upon payment of a right of first refusal fee in the total amount of Five Hundred and 00/100 Dollars (\$500.00) (the "*ROFR Fee*"). The ROFR Fee is non-refundable and shall become the sole and absolute property of Grantor, but it will be applicable towards the purchase price in the event Grantee exercises the ROFR. The ROFR Term may be renewed by Grantee for one (1) consecutive one (1) year period, all upon the same terms and conditions of this Agreement, if and only if: (i) Grantee provides Grantor with sixty (60) days written notice delivered prior to the expiration of the ROFR Term or renewal ROFR Term, if any, and (ii) Grantee delivers payment of the ROFR Fee to Grantor in addition to delivery of such notice. For the avoidance of doubt, the ROFR Fee shall accompany each and every separate one (1) year renewal ROFR Term.

2. If, at any time during the ROFR Term, Grantor receives a bona fide purchase offer for all or any portion of the Land as set forth on Exhibit A on terms acceptable to Grantor and the Grantor intends to accept such offer (the "*Third Party Offer*"), then within thirty (30) days thereafter, Grantor shall provide written notice to Grantee of receipt of such Third Party

Offer and deliver to Grantee a full and complete copy of the Third Party Offer except that the bona fide offeror's name and identifying information shall be redacted. Grantee shall have the right, upon written notice to Grantor within thirty (30) days following receipt of such notice by Grantee, to exercise the ROFR and purchase the property that is the subject of the Third Party Offer at the price and on the terms contained in the Third Party Offer. In the event Grantee does not elect to exercise the ROFR or fails to exercise the ROFR in accordance with the preceding time period, then Grantor shall be authorized to sell the property subject to the Third Party Offer in accordance with such Third Party Offer and Grantee hereby agrees to absolutely and unconditionally release said property subject to the Third Party Offer from the rights conferred under this Agreement pursuant to Section 5 and releases any and all claims against Grantor in connection with the same.

3. Any exercise of Grantee's ROFR shall be accompanied by payment of a deposit, if any, as provided for in the Third Party Offer submitted to the Grantor. Grantee shall deliver such deposit to Grantor's attorneys, or any other party designated by Grantor, to be held and paid as follows: (i) to Grantor upon closing as part of the purchase price, (ii) to Grantee in the event the transaction fails to close through no fault of Grantee, or (iii) to Grantor, as liquidated damages in full and final settlement of all damages, liabilities and claims, upon Grantee's default.

4. Notices to be sent pursuant to this Agreement shall be in writing and sent via certified or registered mail, return receipt requested, or by reputable overnight courier service to each party at its address first set forth above or to such other address as a party may have designated to the other party by delivering to said party a notice sent in the manner herein prescribed setting forth its new address for notices. Notices shall be deemed received within five (5) days of mailing and the following business day if sent by a reputable overnight courier. Any notices required under this Agreement, in addition to being sent to the addresses of Grantor and Grantee above, shall also be sent to Francis L. Gorman, III, Esq., Harris Beach PLLC, and 99 Garnsey Road, Pittsford, New York.

5. On the ROFR Termination Date, the ROFR, and any and all rights hereunder, shall automatically terminate and Grantor may record, in the office of the clerk of the county where the Land is located, a statement under oath that the ROFR has terminated. The recording of such a statement shall be conclusive proof that the ROFR has terminated and is of no further force and effect. For the avoidance of doubt, Grantor shall have the right at any time during the ROFR Term to terminate this Agreement, and any and all rights of Grantee hereunder, upon sixty (60) days prior written notice to Grantee.

6. A Memorandum of Right of First Refusal in the form set forth in Exhibit B attached hereto and made a part hereof shall be executed by the parties hereto contemporaneously with the execution of this Agreement and filed in the Genesee County Clerk's Office.

7. This Agreement shall run with the Land and be binding on Grantor's heirs, successors, and assigns. This Agreement may not be assigned, hypothecated or otherwise conveyed by Grantee without the prior written consent of Grantor, which consent may be

withheld at Grantor's sole and absolute discretion. Notwithstanding the foregoing, Grantee may assign this Agreement to an affiliate of Grantee owned or controlled by Grantee or Grantee's principals and or officers upon prior written notice to Grantor and only after receiving Grantor's prior written consent to any such assignment, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by applicable law.

9. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

10. This Agreement shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

[No further text: signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the year and day first above written.

GRANTOR:

BY: GENESEE GATEWAY LOCAL
DEVELOPMENT CORPORATION

By: _____
Name:
Its:

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

On the ___ day of _____ in the year 2020 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their capacity(ies), and that by his her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the year and day first above written.

GRANTEE:

J & R FANCHER PROPERTY HOLDINGS, LLC

By: _____

Name:

Its:

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their capacity(ies), and that by his her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

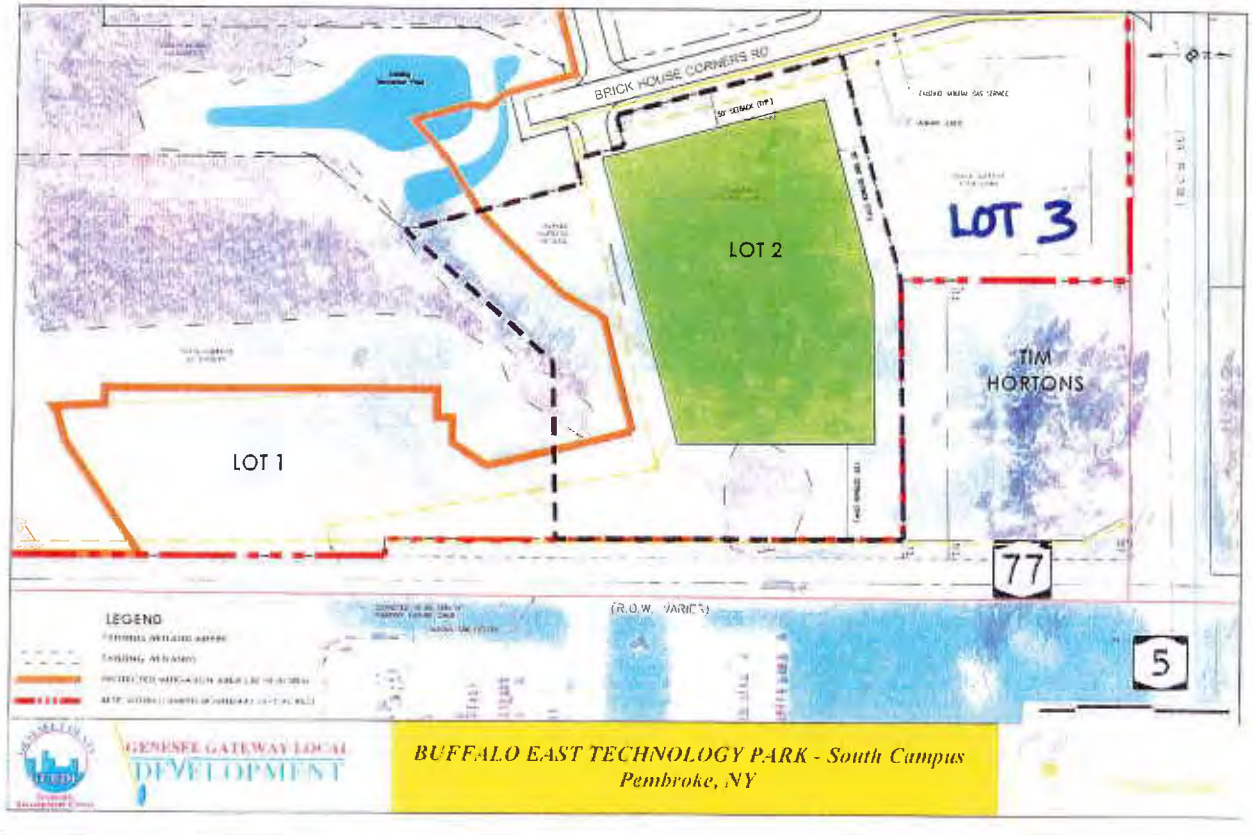


EXHIBIT B

MEMORANDUM OF RIGHT OF FIRST REFUSAL

1. NAME AND ADDRESS OF OWNER: Genesee Gateway Local Development Corp., 99 MedTech Drive, Batavia, New York 14020.
2. NAME AND ADDRESS OF HOLDER: J & R Fancher Property Holdings, LLC, 13661 Main Street, Akron, New York 14001, Attn: Randy Fancher
3. REFERENCE TO RIGHT OF FIRST REFUSAL: Right of First Refusal Agreement dated March ____, 2021, between Genesee Gateway Local Development Corp., as owner and Grantor, and J & R Fancher Property Holdings, LLC, as Grantee.
4. DESCRIPTION OF PREMISES SUBJECT TO OPTION AGREEMENT: The premises contained in Schedule A attached to this Memorandum of Right of First Refusal and made a part hereof.
5. RIGHT OF REFUSAL EFFECTIVE DATE: _____

[No further text: Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Right of First Refusal as of the year and day first above written.

GRANTOR:

BY: GENESEE GATEWAY LOCAL
DEVELOPMENT CORPORATION

By: _____
Name:
Its:

STATE OF NEW YORK)
COUNTY OF GENESEE) ss:

On the ___ day of _____ in the year 2020 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Right of First Refusal as of the year and day first above written.

J & R FANCHER PROPERTY HOLDINGS,
LLC

By: _____
Name:
Its:

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Caccamise loan

Discussion: Michael Caccamise had an outstanding loan with the Chamber of Commerce in the amount of \$10,554.95 when the GGLDC acquired the entire loan portfolio. This loan will be refinanced at a lower amount. The proposal being put forth is four years of payments at \$200 per month with an interest rate of Prime. That would result in a loan amount of \$8,990.79 resulting in a bad debt write off of \$1,564.16.

Fund Commitment: Legal fees for new documents.

Committee Action Request: Recommend reapproval of four years of payments at \$200 per month with an interest rate of Prime.

Workforce training agreements

Discussion: As presented at the last Audit and Finance Committee meeting, the GGLDC has been pursuing a local workforce training program to assist local food processing companies, as well as other local companies, with getting their employees additional skills related to mechatronics. This program will create new training pathways for kids and adults to be able to further their careers in industry or pursue a degree. The first step in developing a local workforce training program is finding partners to help fund, secure a location, acquire equipment and provide instruction.

1. Agreement between GGLDC and GV Boces to allow the GGLDC to provide a grant to GV Boces to acquire the necessary equipment to provide the training services out of their Batavia Campus.
2. Workforce agreement between the GGLDC and HP Hood, the GGLDC and Upstate Niagara Cooperative. This agreement allows HP Hood and Upstate Niagara to be reimbursed up to \$25,000 each for training costs attributable to their employees who go through the program and receive a certificate of completion.

Fund Commitment: Not to exceed \$734,000.

Committee Action Request: Recommend reapproval of the three agreements presented today:

1. Grant agreement between the GGLDC and GV Boces
2. Workforce training agreement between the GGLDC and HP Hood
3. Workforce training agreement between the GGLDC and Upstate Niagara

**AGREEMENT
BETWEEN GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AND
GENESEE VALLEY BOCES**

This agreement is made effective March 25, 2021 between Genesee Gateway Local Development Corporation (GGLDC), “grantor” and Genesee Valley BOCES (GV BOCES), “grantee”.

WHEREAS, Article 5-G of the General Municipal Law authorizes school districts, BOCES and other eligible public bodies to enter into agreements for the performance of their functions, powers and duties on a cooperative or joint basis; and

WHEREAS, GV BOCES has been selected as a recipient for grant funds to be used for the purchase of new equipment (see exhibit A – Amatrol Equipment list) for the Advanced Manufacturing Skills Secondary Education Program in Electro-Mechanical (“Mechatronics”); provide workforce training to incumbent workers to include HP Hood and Upstate Niagara and others and Adult Education and provide the equipment to be utilized to establish a one year certificate with Genesee Community College /Monroe Community College electro-mechanical “mechatronics” program and beyond.

WHEREAS, GGLDC has announced that it is offering a monetary grant to GV BOCES as the recipient or lead agency; and

WHEREAS, GV BOCES has determined that it is in their mutual interest to enter into an Agreement regarding the purchase of equipment with a grant from GGLDC, the parties agree as follows:

1. GV BOCES is solely responsible for purchasing the equipment in connection with its part of this Agreement (as listed in Exhibit A). The Grant is an amount not to exceed

\$684,000 to utilized for the acquisition of equipment and the expenses related to the programmatic implementation of the training program. The Grant amount is to be funded to GV BOCES upon submission of approved invoices for the acquisition of the equipment as well as any documentation of programmatic expenditures.

2. Each party is responsible for complying with any and all legal requirements in connection with this agreement.

3. If both parties disagree on the interpretation and/or implementation of this Agreement, they will meet and confer in a good-faith effort to resolve their dispute. If the parties are unable to agree without assistance, they will participate in mediation or another mutually-agreeable dispute resolution method. Either party may not initiate formal legal or administrative action against one or more of the other regarding this agreement without first attempting to resolve the matter through such alternative dispute resolution.

4. Each party to this agreement agrees to indemnify, defend, and hold harmless the other parties to this agreement, their officers, employees and agents, against all claims, costs, and liabilities incurred in connection with any injury or damage caused to any person or property arising out of the performance of this agreement, or arising out of the breach of this Agreement, by the indemnifying party, its officers, employees and agents, except to the extent that such harm is due to the negligence or other fault of the other parties, their officers, employees and agents.

5. The term of this agreement will commence effective on March 25, 2021 and will continue, unless otherwise terminated, renewed or extended as provided herein. This Agreement may be amended, terminated, renewed or extended at any time by mutual agreement of the

parties, in writing, in accordance with the terms of such agreement. This agreement may not be modified orally, but only by a written agreement signed by all of the parties. The intended use of the equipment will be used to train both students and incumbent workers as described in this agreement.

6. Both Grantor and Grantee will perform all other acts and execute and deliver all documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.

7. This agreement constitutes the entire agreement of the parties regarding the purchase of the said equipment for the electro-mechanical or "mechatronics" program.

8. If any provision of this agreement is held to be invalid, the remainder of the agreement will not be affected.

9. This agreement will be governed by and construed in accordance with the laws of the State of New York.

11. Pursuant to Section 119-o of the General Municipal Law, this agreement is subject to approval by the GV BOCES Board of Education.

12. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By: _____

GENESEE VALLEY BOCES

By: _____

Exhibit A – Equipment and Funding

See the attached list of equipment and costing to be acquired utilizing the grant funds.



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Part No	Description	Qty	Unit	Total
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Amatrol Learning Systems (NYS Contract #PC67812):

#990-ACDC1	<p>Portable AC / DC Electrical Learning System Requires 100-240V 50-60Hz 1ph electrical and PC. For PC requirements, see amatrol.com/support. Recommended table 92-610 Mobile Technology Workstation or equivalent. Includes: (1) Portable Console; (1) Power Cord; (1) Output Component Set; (1) Input Component Set; (1) Transformer Module; (1) Capacitor Inductor Set; (1) Digital Multimeter; (1) Fuse Puller and Fuses; (1) Neon Circuit Tester; (1) M11133 Student Curriculum - Interactive PC-Based Multimedia; (1) C11133 Instructor's Guide; (1) K11133 Instructor's Resource Print CD; (1) D11133 Installation Guide; (1) H11133 Student Reference Guide.</p>	6	\$5,786.88	\$34,721.28
#990-PN1	<p>Portable Pneumatic Learning System Requires compressed air supply, #1221 Hand Tool Package, and PC. Recommended table 92-610 Mobile Technology Workstation or equivalent. For PC requirements, see amatrol.com support. Includes: (1) Portable Console; (1) Rotameter; (2) Double-Acting Cylinders; (1) Single-Acting Cylinder; (5) DCVs; (1) Loose Components Kit; (1) Hose Kit; (1) M11139 Student Curriculum - Interactive PC-Based Multimedia; (1) C11139 Instructor's Guide; (1) K11139 Instructor's Resource Print CD; (1) D11139 Installation Guide; (1) H11139 Student Reference Guide.</p>	6	8,059.20	48,355.20
#41221	<p>Hand Tool Package - Pneumatic Systems Required for 85-IP, 950-PT1, 990-PN1 and 96-PNE2. Includes: (1) 16" Hand Box; (1) Strap Wrench; (1) Combination Wrench; (1) Screwdriver Set; (1) Feeler Gauge; (1) Grease; (1) Magnifier; (1) Oil; (1) Pick Set; (1) Can; (1) Spanner Wrench; (1) Tweezers; (1) Adjustable Wrench; (1) Syringe.</p>	6	623.04	3,738.24
#990-BH1	<p>Portable Basic Hydraulics Learning System Requires 16395 Hydraulic Oil, 100-240V 50-60Hz 1ph electrical and PC. See amatrol.com support for PC requirements. Recommended table 92-610 Mobile Technology Workstation or equivalent. Includes: (1) Portable Console; (3) Pressure Gauges; (1) Needle Valve; (2) Check Valves; (1) Flowmeter; (1) Flow Control Valve; (1) Pressure Reducing Valve; (1) Sequence Valve; (1) Relief Valve; (1) Directional Control Valve; (2) Bore Cylinders; (1) Hydraulic Power Supply; (1) Hydraulic Hose and Fittings Package; (1) M19144 Student Curriculum - Interactive PC-Based Multimedia; (1) C19144 Instructor's Guide; (1) K19144 Instructor's Resource Print CD; (1) D19144 Installation Guide; D19145 Installation Guide; (1) H19144 Student Reference Guide.</p>	6	13,814.40	82,886.40
#16395	<p>Hydraulic Oil 5 Gallon</p>	6	215.04	1,290.24



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Part No	Description	Qty	Unit	Total
#990-PAB53AF	<p><u>Portable PLC Troubleshooting Learning System - AB CompactLogix L16</u> <i>Requires 82-8RSM RS Logix 5000 Mini and 82-711 FactoryTalk View Studio ME for education, PC, and 100-240V/50-60Hz/1ph electrical. Recommended 92-610 Mobile Technology Workstation. For PC requirements, see amatrol.com/support. Also requires a router if using more than one 990-PAB53AF on the same network. Includes: (1) Allen-Bradley AB5300 L16 Processor; (1) Fault Insertion System and Software; (16) Digital Inputs (24VDC); (16) Digital Outputs; (4) Analog Inputs (10V); (2) Analog Outputs (10V); (1) PanelView Plus Compact HMI Panel; (1) 5-Port Ethernet Connection; (1) 24VDC Power Supply; (1) Built-in Power Supply; (1) I/O Simulator Console; (1) Temperature Control Application; (1) Variable Speed Drive Application; (1) Reversing Contactor Application; (1) Stepper Motor Control Application; (1) Portable Console; (1) 400'9 USB Cable; (1) M40085 & M40086 Student Curriculum - Interactive PC-Based Multimedia; (1) C40085 & C40086 Instructor's Guide; (1) K40085 & K40086 Instructor's Resource Print CD; (1) D40085 & D40086 Installation Guide; (1) D40261 RSLinx Installation Guide; (1) H19'32, H19'34, & H40086 Student Reference.</i></p>	6	\$13,549.44	\$81,296.64
#82-8RSM	<p><u>Studio 5000 Mini PLC Programming Software - 1 Seat License, EDUCATION ONLY</u> <i>Studio 5000 Logix Designer software for A-B CompactLogix PLC's to allow off-line, on-line programming of ladder diagrams. For PC requirements, see amatrol.com/support. Includes: (1) Seat License.</i></p>	6	572.16	3,432.96
#82-711	<p><u>FactoryTalk View ME Programming Software - 1 Seat License, EDUCATION</u> <i>Used to develop application programs for the PanelView Plus 1000 terminal. For PC requirements, see amatrol.com/support. Includes: (1) Seat License FactoryTalk View Studio for Machine Edition.</i></p>	6	976.32	5,857.92
#990-ME1	<p><u>Portable Mechanical Drives 1 Learning System (Metric)</u> <i>Requires 18166 Hand Tool Package, 120V 60Hz 1ph electrical and PC, see amatrol.com/support for PC requirements. Recommended table 92-610 Mobile Technology Workstation or equivalent Includes: (1) Portable Console; (1) Tabletop Mounting Workstation with Drive Motor and Safety Guard; (1) Digital Tachometer; (1) Alignment Package; (1) Gauging Package; (1) Shim Kit; (1) Fastener Kit; (1) V-Belt; (1) Chain Connecting Link; (1) M19148 Student Curriculum - Interactive PC-Based Multimedia; (1) C19148 Instructor's Guide; (1) K19148 Instructor's Resource Print CD; (1) D19148 Installation Guide; (1) H19148 Student Reference Guide.</i></p>	6	10,530.24	63,181.44
#18166	<p><u>Hand Tool Package - Portable Mechanical Drives 1 (Metric)</u> <i>Required for 990-ME1M. Includes: (1) Combination Wrench Set; (1) Metric Allen Wrench Set; (1) Double Square; (1) Dial Calipers; (1) Micrometer.</i></p>	6	408.96	2,453.76

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46



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Part No	Description	Qty	Unit	Total
#990-MC1	<p>Portable Electric Motor Control Learning System (Regular Banana Leads) Requires 208V 60Hz 3ph electrical and PC. (Optional 16880 cable for 240V 60Hz 3ph Delta configuration available.) For PC requirements, see amatrol.com support. Recommended table 92-610 Mobile Technology Workstation or equivalent. Includes: (1) Portable Console; (1) AC 3-Phase Motor; (2) Control Relays: (1) Timer Relay; (1) Reversing Motor Starter; (1) Manual Motor Starter; (1) Overload Relay Section; (1) Drum Switch; (1) Operator Inputs Station; (1) Liquid Level Switch; (1) Pressure Switch; (1) Limit Switch; (1) Regular Banana Lead Set; (3) Indicator Lamps; (1) Multimeter; (1) Lockout/Tagout Kit; (1) M11134 Student Curriculum - Interactive PC-Based Multimedia; (1) C11134 Instructor's Guide; (1) K11134 Instructor's Resource Print CD; (1) D11134 Installation Guide; (1) H11134 Student Reference Guide.</p>	5	\$8,811.84	\$44,059.20
#870-PTAB82	<p>Tabletop Mechatronics Learning System - AB Micro820 Requires (1) 87-TMS series (stations 1-3) Tabletop Mechatronics Station and PC with Ethernet. For PC requirements, see amatrol.com support. Also requires a router if using more than one 870-PTAB82 or 87-PEAB82 on the same network. Includes: (1) Allen-Bradley Micro820 Programmable Controller; (12) 24 V DC Inputs; (7) Relay Outputs; (1) DIN Rail Mount; (1) EtherNET-IP port; (1) Ethernet Communications Cable; (1) RS232 485 port; (1) Connected Components Workbench (CCW) Software DVD; (1) M25050 Student Curriculum - Interactive PC-Based Multimedia; (1) C25050 Instructor's Guide; (1) K25050 Instructor's Resource Print CD; (1) D25050 Installation Guide; (1) H25050 Student Reference Guide.</p>	6	1,690.56	10,143.36
#87-TMS1	<p>Inventory Station - Tabletop Mechatronics Requires (1) 870-PT or 87-PE series Tabletop Mechatronics Learning System, 100-240V 50-60Hz 1ph electrical and compressed air. Requires 98-200-3 Mobile Technology Workstation for use with the 87-TMS4 Robotic Station or 92-610 or equivalent without 87-TMS4 use. Includes: (1) Table Top Slotted Surface Workstation; (1) PLC Simulator and Electrical Distribution Operator Station; (1) 24 VDC power supply; (1) Powered Feed Module; (1) 2-axis Pick and Place Robot with vacuum pickup; (1) vacuum generator; (1) vacuum sensor; (3) Actuator Position Sensors; (1) storage bin (1) Parts Set; (1) Pneumatic filter/regulator module; (1) Electro-Pneumatic Valve Manifold.</p>	6	4,271.04	25,626.24



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Part No	Description	Qty	Unit	Total
#87-TMS2	<p><u>Inspection Station - Tabletop Mechatronics</u> <i>Requires (1) 870-PT or 87-PE series Tabletop Mechatronics Learning System. 100-240V/50-60Hz/1ph electrical, and compressed air. Requires 98-200-3 Mobile Technology Workstation for use with the 87-TMS4 Robotic Station or 92-610 or equivalent without 87-TMS4 use. Optional 45058 Stepper Motor Programming Package also available. Includes: (1) Table Top Slotted Surface Workstation; (1) PLC Simulator and Electrical Distribution Operator Station; (1) 24 VDC power supply; (1) Stepper Motor Module; (1) Rotary Index Table; (1) Stepper Motor Controller; (1) Stepper Motor Control Programming Software; (1) Cable; (1) Parts Reject Chute; (2) Parts Presence Sensors; (1) Fiber Optic Fork Gauging Sensor; (1) Parts Set; (1) 3-Color Stacklight.</i></p>	6	\$4,083.84	\$24,503.04
#87-TMS3	<p><u>Distribution Station - Tabletop Mechatronics</u> <i>Requires (1) 870-PT or 87-PE series Tabletop Mechatronics Learning System. 100-240V/50-60Hz/1ph electrical, and compressed air. Requires 98-200-3 Mobile Technology Workstation for use with the 87-TMS4 Robotic Station or 92-610 or equivalent without 87-TMS4 use. Includes: (1) Table Top Slotted Surface Workstation; (1) PLC Simulator and Electrical Distribution Operator Station; (1) 24 VDC power supply; (1) Variable Speed Belt Conveyor; (1) Conveyor Motor Control Relay; (2) Rotary Electrical Actuator Modules; (3) Parts Diverter Arms; (2) Photoelectric Parts Sensors; (2) Parts type detection sensors; (3) Parts Storage Chutes; (1) Parts Set.</i></p>	6	4,960.32	29,761.92
#87-TMS4	<p><u>Servo Robot Station Learning System - Tabletop Mechatronics</u> <i>Requires 87-TMS1, 87-TMS2, and 87-TMS3 Tabletop Mechatronics Stations. Requires 880-RA21B Pegasus Robot, 88-LT2-A Linear Traverse, 98-200-3 Flexible Workstation, 100-240V/50-60Hz/1ph electrical, and compressed air. Includes: (1) Feeder Assembly with Limit Switch; (3) Parts Storage Chutes; (3) Foot Spacers; (2) Mounting Feet and Hardware; (1) M25086 Student Curriculum - Interactive PC-Based Multimedia; (1) C25086 Instructor's Guide; (1) K25086 Instructor's Resource Print CD; (1) D25086 Installation Guide; (1) H25086 Student Reference Guide.</i></p>	6	1,800.96	10,805.76
#880-RA21B	<p><u>Pegasus II Robotic Learning System - 4 Seat License</u> <i>Requires 98-200-3 Flexible Workstation Package and PC: see amatrol.com/support for PC requirements. Includes: (1) 5 Axis Servo Robot Arm, Articulated, Double-Jointed; (1) Teach Pendant; (1) Robot Control with MCL Instruction Set Level 2 and Multitasking Features; (1) Control Cable Set; (1) Gripper, Electric Servo; (1) Online Offline PC Programming Software 4 Seat License; (1) 23422 USB Cable; (1) M13716 Student Curriculum - Interactive PC-Based Multimedia; (1) C13716 Instructor's Guide; (1) K13716 Instructor's Resource Print CD; (1) D13716 Installation Guide; (1) H13716 Student Reference Guide.</i></p>	6	16,323.84	97,943.04



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Part No	Description	Qty	Unit	Total
#88-LT2-A	Linear Traverse Axis, Pegasus 40 inch <i>Required for Pegasus robot on 8"-TMS+. Includes: mounting module, cable, servo motor and encoder, 48 inch 1219 mm length with 36 inch 915 mm travel.</i>	6	\$4,984.32	\$29,905.92
#98-200-3	Flexible Workstation Package III <i>Includes: (1) 88-200 Flexible Workstation: (1) Controller Mounting Module; (1) Network/Computer Mounting Module; (1) Utilities Distribution Module; (1) 88-205 Electrical Power Module; (1) Compressed Air Distribution Module.</i>	6	3,179.52	19,077.12
#92-611GC	Mobile Technology Workstation, Type 2, Gray Surface Plus Cabinet, 8 Foot <i>Includes: (1) Welded Steel Frame; (1) Gray Laminated Work Surface; (1) Locked Storage Cabinet; (4) Casters. Dimensions: 30"H x 30"W x 96"L.</i>	18	1,964.16	35,354.88

Lab Setup (Non-Contract Item):

	Lab Setup <i>Customer must provide all the required utilities and perform the required utility connections.</i>	1	3,750.00	3,750.00
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Totals:

Amatrol Learning Systems (NYS Contract #PC67812)	\$654,394.56
Lab Setup (Non-Contract Item)	\$3,750.00
TOTAL	\$658,144.56

- NYS contract prices include standard shipping.
- Proposal is valid for 60 days.
- NYS contract #PC67812 must appear on your purchase order.

Ref: -C21-008A3 - 02.19.2021

Please see the item descriptions for any requirements.

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49

34

Updated through 12.31.20 [1.29.2021]

**Genesee Gateway Local Development Corp. (GGLDC)
Strategic Investments - SUMMARY
Fiscal Years 2020 - 2024**

	2020	2021	2022	2023	2024	5 Yr Totals:	Comments
Sources of Funds: Available for GGLDC Project Investments & Operations Support							
Opening GGLDC "Reserved for Strategic Investments" Cash Balances	927,224	2,009,555	1,333,920	1,087,599	969,180	927,224	
NYS Homes & Community Renewal Loan Repayments	210,260	181,743	147,220	147,220	127,545	813,988	Includes loan repayments from: First Wave Technologies; HP Hood (\$500K loan disbursed in March 2019 to be repaid at \$100K/year beginning in 2020) and Freightliner (\$234K loan disbursed in July 2019 to be repaid monthly over 5 years).
Wellsville Carpet Town 2019 Land Sale - Net Proceeds	322,971					322,971	
Upstate Niagara 2020 Land Sale - Net Proceeds	1,105,765					1,105,765	
HP Hood 2020 Land Sale - Net Proceeds							
Other:							
Solar Projects - Funding for Workforce Development & Econ. Dev. Program Support	75,000	25,000				100,000	Solar projects agree to pay \$25K each at the completion of their projects to support Workforce Development Initiatives, along with the overall ED Program.
Genesee County Chamber of Commerce CDBG Loan Repayments	14,387					14,387	Represents actual collections only - opportunity for future loan payments to be received.
Internal Borrowings/Repayments - Due to Strategic Investment Funds				127,608		127,608	Borrowed from and to be repaid to strategic investment funds; Majority used to repay loan from GCEDC related to BETP land purchase; Strategic investments will be reimbursed with future BETP land sale proceeds.
Total Sources of Funds	2,655,607	2,216,298	1,481,140	1,362,427	1,096,725	3,411,943	
Uses: Strategic and Operational Investments:							
<u>Real-Estate Development / Shovel-Ready Site Development Related:</u>							
Other Reserved Funds: Batavia Micropolitan Area Community Redevelopment Fund - Actual	(120,000)					(120,000)	\$500,000 Housing Directional investment repurposed to a committed investment for the purpose of establishing the Batavia Micropolitan Area Redevelopment Fund (\$100K loaned in 2014/\$150K loaned in 2017/\$120K loaned in May 2020). [Amount reserved includes cash remaining from original \$500K commitment, plus interest earned on reserved funds.]
Other Reserved Funds: Batavia Micropolitan Area Community Redevelopment Fund - Reserved	(134,481)					(134,481)	Reserve established for future shovel-ready requirements @ MedTech Centre - Potentially reclass to reserve for Project Infrastructure Financing
Other Reserved Funds: Shovel-Ready / MedTech Centre Reserve					(500,000)	(500,000)	
5 Yr Totals:							

51

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Updated through 12:31:20 [1.29.2021]

Genesee Gateway Local Development Corp. (GGLDC)

Strategic Investments - SUMMARY

Fiscal Years 2020 - 2024

	2020	2021	2022	2023	2024	5 Yr Totals:	Comments
Other Reserved Funds: Project Infrastructure Financing		(500,000)				(500,000)	Placeholder - Would be repaid by future project revenues.
Subtotal Real-Estate Development / Shovel-Ready Site Development	(254,481)	(500,000)	-	-	(500,000)	(1,254,481)	
Economic Development Program Support:							
Economic Development Program Grant (GGLDC to GCEDC)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(1,500,000)	Approvals necessary for 2022 forward.
LDC Operations Costs & Site Infrastructure Maint. (excluding MTC)	(91,731)	(85,000)	(85,000)	(85,000)	(85,000)	(431,731)	Memo Only - Funds insurance, mowing, Fire District fees/property taxes, GGLDC audit fee, legal fees and other misc operating expenses (unreimbursable H. Sichernan services, GABLLC operating expenses, etc)
Subtotal Investments in Economic Development Program	(391,731)	(385,000)	(385,000)	(385,000)	(385,000)	(1,931,731)	
Strategy, Workforce Development & Entrepreneurship:							
Edge Factor Membership Support / Mechatronics / STEM Activities Support / Other WFD Initiatives	(14,303)	(1,447)				(15,750)	The Board authorized commitment of 50% of the Pearl Solar funding toward Workforce Development Initiatives.
Workforce Development Consultant	(11,611)	(30,000)	(30,000)	(30,000)	(30,000)	(131,611)	Board authorized - continued efforts for workforce development consultant as critical pillar to GCEDC/GGLDC Tech Based Economic Development Model. Any eligible funding secured will be used to offset this appropriation/funding. [Contract runs Aug-Aug; Current contract ends Aug 2021; Future approvals necessary to extend commitment beyond current contract.]
Subtotal Workforce Development & Entrepreneurship Investments	\$ (25,914)	\$ (31,447)	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (147,361)	
Other Cash Activity:							
Common Area Charges - GVAB & BETP	\$ 5,500	\$ 6,771	\$ 6,771	\$ 6,771	\$ 6,771	\$ 32,584	
Land Lease Payments	\$ 17,032	\$ 27,298	\$ 14,688	\$ 14,982	\$ 15,281	\$ 89,281	
Internal (Borrowings) Repayments - thru date of worksheet	\$ (248)					\$ (248)	
Interest Income	\$ 3,790					\$ 3,790	
Subtotal - Other	\$ 26,074	\$ 34,069	\$ 21,459	\$ 21,753	\$ 22,052	\$ 125,407	
Total Uses of Funds	(646,052)	(882,378)	(393,541)	(393,247)	(892,948)	(3,208,166)	
Cumulative Year-End Cash Balances	2,009,555	1,333,920	1,087,599	969,180	203,777	203,777	

52

34

Updated through 12.31.20 [1.29.2021]

Genesee Gateway Local Development Corp. (GGLDC)
Strategic Investments - SUMMARY
Fiscal Years 2020 - 2024

	2020	2021	2022	2023	2024	5 Yr Totals:	Comments
<p>Opportunities: DOL MedTech Centre Reserve (\$500K) could be removed in the future. - Potentially reclass to Reserve for Project Infrastructure Financing Grant funds to cover a portion of Workforce Development Consultant expenses. Genesee County Chamber of Commerce CDBG Loan Portfolio - Additional Repayments YSG Solar - Workforce Development & Ec. Dev. Program Support Funding (\$25K) YSG Solar - Annual Lease Payments (starting at \$12K/yr) Additional Solar Projects w/ \$25K each committed to Workforce Development & Ec. Dev. Program Support Land Sales - Approved: - Gateway II - Mega Properties (\$337,500 Gross Proceeds) Land Sales - Potential/Pending: - Gateway GS, LLC (approx. 14 acres remaining - \$466,000 Proceeds, Net of Purchase Credit for Roadway & Waterline) - GVAB - HP Hood (\$1,521,000 Gross Proceeds) - Project Granola (\$750,000 Gross Proceeds) - BETP - Fancher Phase I (\$150,000 Gross Proceeds) (\$127K would be used to repay strategic inv funds; balance of \$23K would be net opportunity) - BETP - Fancher Phase II (\$100,000 Gross Proceeds) OCR Projects: - HP Hood (\$367K OCR Loan Repayments over 5 Years) - Upsate Niagara (\$367K OCR Loan Repayments over 5 Years)</p>							
<p>Risks: First Wave Technologies - Repayment of loan (term ends April 2021) Note: Potential WFD activity to be discussed.</p>							

53

WORKFORCE TRAINING FUNDING AGREEMENT

THIS WORKFORCE TRAINING FUNDING AGREEMENT (this "Agreement") is made and entered into by and between Upstate Niagara Cooperative, Inc., with an address of 25 Anderson Road, Buffalo, New York, 14225 ("Grantee"), and **GENESEE GATEWAY LOCAL DEVELOPMENT CORP.**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee desires to access certain workforce training equipment and facilities, (which sources and uses is more particularly described in **Exhibit A** attached hereto, the "Training Center" at GV BOCES, Batavia, NY 14020, for its employees as set forth herein, and Grantor has agreed to commit up to \$25,000 to the Grantee to be utilized towards their training needs at the Training Center thereon for the purposes stated herein in connection with utilizing the loan repayments to the Grantor from the New York State Housing Trust Fund Corporation (hereinafter the "HTFC") represented by the New York State Office of Community Renewal (hereinafter the "OCR") through the Community Development Block Grant (hereinafter "CDBG") Program (OCR Grant #83ED957-20).

NOW, THEREFORE, the parties hereto agree as follows:

1. Grantor Rules. Grantor shall have the right to establish and enforce reasonable rules and regulations concerning this license and compliance with said rules and regulations by Grantee.
2. Assignment/Subletting. This Agreement is personal to Grantee and Grantee agrees not to sublease or assign it without the prior written consent of Grantor. Any purported assignment or sublease by Grantee shall be void *ab initio* and a basis for immediate termination of this Agreement.
3. Binding Provisions. This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
4. Governing Law. This Agreement shall be governed by the laws of the State of New York as to, including, without limitation, matters of validity, construction, effect and performance, but exclusive of its conflicts of laws provisions.
5. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be sent to each party's address as set forth at the beginning of this Agreement, subject to change by notice under this section 8.
6. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute one and the same instrument.

7. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.
8. Disbursement of funds: Grantee will request in writing training grants up to amount allotted to GGLDC after completion of training. The request must include # of trainees, total dollar amount requested and training program name.

IN WITNESS WHEREOF, the parties have caused this Workforce Training Funding Agreement to be executed as of the date written under their respective signatures.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR:

**GENESEE GATEWAY LOCAL
DEVELOPMENT CORP**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Sources:

HP Hood - OCR Loan Repayment to GGLDC	\$367,000
Upstate Niagara - OCR Loan Repayment to GGLDC	<u>\$367,000</u>
Total	<u>\$734,000</u>

Uses:

Purchase of training equipment & working capital	\$684,000
Funds for training HP Hood employees	\$ 25,000
Funds for training Upstate Niagara employees	<u>\$ 25,000</u>
Total	<u>\$734,000</u>

WORKFORCE TRAINING FUNDING AGREEMENT

THIS WORKFORCE TRAINING FUNDING AGREEMENT (this "Agreement") is made and entered into by and between HP Hood, LLC, with an address of 5140 Ag Park Drive West, Batavia, New York, 14020 ("Grantee"), and **GENESEE GATEWAY LOCAL DEVELOPMENT CORP.**, with an address of 99 MedTech Drive, Suite 106, Batavia, New York 14020 ("Grantor").

WHEREAS, Grantee desires to access certain workforce training equipment and facilities, (which sources and uses is more particularly described in **Exhibit A** attached hereto, the "Training Center" at GV BOCES, Batavia, NY 14020, for its employees as set forth herein, and Grantor has agreed to commit up to \$25,000 to the Grantee to be utilized towards their training needs at the Training Center thereon for the purposes stated herein in connection with utilizing the loan repayments to the Grantor from the New York State Housing Trust Fund Corporation (hereinafter the "HTFC") represented by the New York State Office of Community Renewal (hereinafter the "OCR") through the Community Development Block Grant (hereinafter "CDBG") Program (OCR Grant #83ED957-20).

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7. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. No change, waiver or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

8. Disbursement of funds: The Grantee will pay for the training and then submit the certificate of completion for the employee to the Grantor who will then reimburse the Grantee for the training costs. Grantee will request in writing training grants up to amount allotted to GGLDC after completion of training. The request must include the number of trainees, total dollar amount requested and training program name. Total reimbursements shall not exceed \$25,000.

IN WITNESS WHEREOF, the parties have caused this Workforce Training Funding Agreement to be executed as of the date written under their respective signatures.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR:

**GENESEE GATEWAY LOCAL
DEVELOPMENT CORP**

By: _____

Name: _____

Title: _____

Date: _____

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