GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

TO

AMADA NORTH AMERICA, INC.

AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

Dated as of November 9, 2018
AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

THIS AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (hereinafter, the "Agent Agreement"), dated as of November 9, 2018, by and between the GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a public benefit corporation of the State of New York, having its offices at 99 MedTech Drive, Suite 106, Batavia, New York, 14020 (the "Agency"), and AMADA NORTH AMERICA, INC., a Washington corporation authorized to transact business in the State of New York with offices at 7025 Firestone Blvd., Buena Park, California 90621 ("Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 4A Treadeasy Avenue, City of Batavia, Genesee County, New York (the "Land") and the existing improvements located thereon, consisting principally of an existing approximately 50,000 square foot building (the "Existing Improvements"); (ii) the construction of up to an approximately 19,000 square-foot addition to the Existing Improvements to be used to accommodate additional machinery and personnel to manufacture tooling for press brake machines (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment" and, collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, by a Resolution adopted on October 4, 2018 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement; and

WHEREAS, by the Resolution, the Agency approved certain benefits and financial assistance in connection with the Project consisting of: (a) an exemption from all New York State and local sales and use tax for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction, renovation or equipping of the Facility, and (b) a partial abatement from real property taxes benefit conferred through a certain Tax Agreement, dated as of November 1, 2018 (the "Tax Agreement") requiring the Company to make payments in lieu of taxes ("Tax Payments") for the benefit of each municipality and school district having taxing jurisdiction over the Project (collectively, the sales and use tax exemption benefit, the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the "Financial Assistance"); and
WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide the Financial Assistance, that the Company enter into this Agent Agreement for the purposes of, among other things, to govern administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Purpose of Project and Scope of Agency.** The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the undertaking of the Project to advance job opportunities, health, general prosperity and economic welfare of the people of Genesee County, New York, and to specifically promote the investment, employment and other commitments of the Company contained herein and in the Company's Application.

Pursuant to the Resolution, the Agency has appointed the Company as agent to undertake the Project. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. Pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto (collectively, the "Subagent"). The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent of the Agency. The Company's right to appoint subagents is expressly conditioned upon updating Schedule A, hereto, along with the timely filing of NYS Form ST-60 (non-primary) for each subagent, with such updated Schedule A and a copy of and proof of filing of such NYS Form ST-60 (non-primary) being immediately filed with the Agency. The right of the Company and all duly appointed subagents to act as agent of the Agency shall expire on December 31, 2019, unless extended as contemplated by the Resolution. The aggregate amount of work performed by the Company and all subagents as agent for the Agency shall not exceed the amounts identified in the Resolution and Section 2(h)(i) of this Agreement.

All contracts entered into by the Company and all subagents thereof as agent for the Agency shall include the language contained in Schedule B, hereto. **Failure by the Company and/or any subagent thereof to include such language shall disqualify the agent status and**
sales tax exemptions derived by virtue of this Agent Agreement. The Company, for itself and on behalf of all duly appointed subagents, hereby agrees that all contracts entered into by the Company and any subagents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Washington, is duly qualified and authorized to do business in the State of New York, has the authority to enter into this Agent Agreement, and has duly authorized the execution and delivery of this Agent Agreement.

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agent Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company’s ability to fulfill its obligations under this Agent Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its
executive director, directors, members, officers, employees, agents (except the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in Genesee County, New York, except for temporary periods during ordinary use.

(g) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture and/or termination of any and all Financial Assistance, as described below, if the Company receives, or any duly appointed subagents receives any Financial Assistance from the Agency, and it is determined by the Agency that (each a "Recapture Event Determination"):  

(1) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or

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

(4) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(5) the Company fails to meet and maintain the following thresholds and requirements:

(i) The Company recognizes and acknowledges that the Agency is entering into this Agent Agreement based in part on representations made by the Company in its application to the Agency, dated on or about August 22, 2018 the "Application") regarding job creation and retention at the Facility.

(ii) For the purposes of this Agent Agreement, "Full-Time Equivalent Employee" shall mean, with respect to any specific date or period, a person or persons directly employed on such date or during such period by the Company (inclusive of its Affiliates, tenants and other occupants and users of the Facility), and who shall on such date or for such period have carried out the terms of such employment on a "full-time equivalent basis" at the Facility. "Full-time Equivalent basis" shall mean a person or persons who shall on an aggregate basis
work at least 35 hours per week, or 140 hours per month which shall be measured on a quarter annual basis.

(iii) The Application represents that, for the purpose of this Agent Agreement, the Company intends to employ and maintain for the term of the Tax Agreement, a workforce of no less than 85 Full-Time Equivalent employees which in the aggregate shall work at least 35 hours per week at the Facility, as of December 31, 2021.

(iv) The Company is required under this Agent Agreement and hereby agrees to submit a copy of quarterly NYS-45 reports, and any other reports required by the Agency to evidence the employment commitment.

(v) If it is determined upon review of the Annual Report that the number of Full-Time Employees at the Facility is less than what was represented in the Application (the "Employment Target"), the Agency shall have the right to require the Company pay to the Agency for the benefit of the Affected Tax Jurisdictions an amount equal to the benefits provided hereunder and any sales and mortgage tax exemptions, if any, provided by the Agency to the Company in connection with the Project.

(vi) In addition, in the event that (i) the Company closes or sells/transfers the Facility without the consent of the Agency; (ii) the use of the Facility or contemplated business activities at the Facility are materially changed or modified; (iii) there is a material non-compliance by the Company with the Lease Agreement, the Leaseback Agreement, the Tax Agreement or any other agreement with the Agency or any state or federal law or regulation, Agency shall have the right to require the Company pay to the Agency for the benefit of the Affected Tax Jurisdictions an amount equal to the benefits provided hereunder and any sales, real property tax and mortgage tax exemptions, if any, provided by the Agency to the Company in connection with the Project.

In order to certify and verify the foregoing, the Company or the tenant shall annually complete and submit to the Agency the Annual Certification Report in the form attached hereto as Exhibit F. Failure by the Company to complete and submit said form to the Agency by February 15 of each year commencing as of February 15, 2019, shall constitute an Event of Default hereunder, whereby the Agency, in its sole and absolute discretion, may terminate this Agreement and/or the Tax Agreement and recapture any or all Financial Assistance.

If the Agency makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner and/or
local taxing authorities may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(h) The Company further: (i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to $1,390,000, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 2(g) of this Agent Agreement, cannot exceed $111,200 and (ii) and confirms that real property tax abatement benefits to be provided to the Company shall conform to those contained within the Tax Agreement, a copy of such Tax Agreement, the terms of which comply with the Agency's Uniform Tax Exemption Policy; or, to the extent the terms deviate from the Agency's Uniform Tax Exemption Policy, the Agency has complied with procedures for deviation.

(i) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60), in the form attached hereto as Exhibit A, for each Subagent, if any, and such other parties as the Company chooses who provide materials, equipment, supplies or services and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(j) The Company acknowledges and agrees that all purchases (except for the qualifying purchase of fuel) made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123, a copy of which is attached hereto as Exhibits B-1 and B-2), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123.

The Company acknowledges and agrees that all qualifying purchases of fuel made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate for Fuel" (NYS Form FT-123, a copy of which is attached hereto as Exhibits G-1 and G-2), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form FT-123.

The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state:

"I, __________________, the __________________ of Amada North America, Inc. [OR SUBAGENT NAME: ____________________________], certify that I am a duly appointed agent of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center and that I am purchasing the tangible personal property or services for use in the Amada North America Inc. Project located at 4A Treadeay Avenue in the City of Batavia, Genesee County, New York, being IDA OSC Project Number 1801-18-10A".

Page 6
For convenience purposes, in the instance where the vendor does not print on each invoice the acknowledgment as described in the prior sentence, an "Invoice Rider" (a copy of which is attached hereto as **Exhibit B-3**) can be utilized for record keeping purposes.

(k) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340, a copy of which is attached hereto as **Exhibit C**) regarding the value of sales and use tax exemptions the Company and its Subagents, if any, have claims pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of the Company's authority to act as agent of the Agency.

(l) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(m) The Company covenants and agrees that it will (i) maintain its existence and not dissolve, (ii) continue to be a corporation subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets. This Agent Agreement may not be assigned in whole or part without the prior written consent of the Agency.

(n) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company agrees that it will, throughout the term of this Agent Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2(p). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.
3. **Hold Harmless Provision.** The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agent Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, rehabilitating, renovating, equipping, owning and leasing of the Equipment or of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. **Insurance Required.** Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

   (a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well. Such insurance shall have a commercially reasonable deductible.

   (b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

   (c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than $1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and not less than $1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than $3,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

*Page 8*
5. **Additional Provisions Respecting Insurance.** (a) Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for payment of the losses of the Company and the Agency as their respective interests may appear. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of insurance as required within Section 4(a) and 4(b) of this Agreement, with the Agency named as an additional insured.

(b) All such certificates of insurance of the insurers indicating that such insurance is in force and effect, and all policies (if applicable), shall be deposited with the Agency on the date hereof. At least thirty (30) days prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.

6. This Agent Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

7. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

To the Agency: Genesee County Industrial Development Agency
d/b/a Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020
Attn.: President/CEO

With a Copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn.: Russell E. Gaenzle, Esq.

To the Company: Amada North America, Inc.
7025 Firestone Blvd.
Buena Park, California 90621
Attn.: James Jeffrey Otten, Executive General Manager

With a Copy to: Amada North America, Inc.
7025 Firestone Blvd.
Buena Park, California 90621
Attn.: John Conniff, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

*Page 9*
8. This Agent Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Genesee County, New York.

9. The warranties, representations, obligations and covenants of the Company under this Agent Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Agent Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Agent Agreement to the Agency, regardless of any investigation made by the Agency. This Agent Agreement shall survive any termination or expiration of that certain Leaseback Agreement, dated as of November 1, 2018, by and between the Agency and the Company, or the Tax Agreement, as described below.

10. The parties are contemplating that unless the Agency and Company enter into the Lease Agreement (the "Lease Agreement"), and the related Leaseback Agreement (the "Leaseback Agreement"), the Company agrees not to take title to any real property as agent for the Agency. The Agency will provide the Company with a bill of sale (a form of which is attached hereto as Exhibit E) which sells, transfers and delivers unto the Company and its successors and assigns, all Equipment which were acquired and installed and/or are to be acquired and installed by the Company as agent for the Agency pursuant to this Agent Agreement which Equipment is located or intended to be located within and used exclusively in furtherance of the operations of the Facility.

11. The Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency, as set forth in the Application, for (a) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (b) other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to Agency's enforcement of any event of default or failure to comply with the terms of this Agent Agreement (including reasonable attorney fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties hereto have executed this Agent Agreement as of the day and year first above written.

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: ____________________________
    Mark A. Masse
    Senior Vice President of Operations

AMADA NORTH AMERICA, INC.

By: ____________________________
    John Conniff
    Chief Legal Officer
[Signature Page to Agent, Financial Assistance and Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agent Agreement as of the day and year first above written.

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

By: ________________________________
    Mark A. Masse
    Senior Vice President of Operations

AMADA NORTH AMERICA, INC.

By: ________________________________
    John Conniff
    Chief Legal Officer
STATE OF NEW YORK   )
COUNTY OF GENESEE   )    SS.:  

On the ___ day of November in the year 2018, before me, the undersigned, personally appeared MARK A. MASSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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STATE OF CALIFORNIA   )
COUNTY OF ORANGE    )    SS.:  

On the ____ day of November in the year 2018, before me, the undersigned, personally appeared JOHN CONNIFF, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 11/5/18 before me, Tracy Ellen Cullen, Notary Public personally appeared John Conniff

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Tracy Ellen Cullen

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Project Agreement

Document Date: 11/5/18

Number of Pages: 36

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Conniff

Signer is Representing: Amada North America, Inc.
SCHEDULE A

LIST OF APPOINTED AGENTS

1. ________________________________
2. ________________________________
3. ________________________________
4. ________________________________
5. ________________________________
6. ________________________________
7. ________________________________
8. ________________________________
9. ________________________________
10. ________________________________

1 FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

SA-1
"This contract is being entered into by AMADA NORTH AMERICA, INC. [OR, SUBAGENT NAME: ______________________] (the "Agent"), as agent for and on behalf of the GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (the "Agency"), in connection with a certain project of the Agency for the benefit of Agent, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 4A Treadeasy Avenue in the City of Batavia, Genesee County, New York (the "Premises"). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption information letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent, Financial Assistance and Project Agreement, by and between Amada North America, Inc. and the Agency dated as of November 9, 2018 (the "Agent Agreement"). This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth is this paragraph."
EXHIBIT A

FORM OF NYS FORM ST-60 TO BE COMPLETED BY COMPANY AND FILED WITH THE NYS TAX DEPARTMENT IDA UNIT FOR EACH OF ITS SUBAGENTS WITHIN THIRTY (30) DAYS OF APPOINTMENT

[See Attached]
The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

**IDA information**

<table>
<thead>
<tr>
<th>Name of IDA</th>
<th>Genesee County IDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address</td>
<td>99 MedTech Drive, Suite 106</td>
</tr>
<tr>
<td>City</td>
<td>Batavia</td>
</tr>
<tr>
<td>State</td>
<td>NY</td>
</tr>
<tr>
<td>ZIP code</td>
<td>14020</td>
</tr>
<tr>
<td>IDA project number (use OSC numbering system for projects after 1996)</td>
<td>1801 - 18 - 10A</td>
</tr>
<tr>
<td>Telephone number</td>
<td>(585) 343-4866</td>
</tr>
<tr>
<td>Email address (optional)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Project operator or agent information**

<table>
<thead>
<tr>
<th>Name of IDA project operator or agent</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark an X in the box if directly appointed by the IDA:</td>
<td>☑</td>
</tr>
<tr>
<td>Employer identification or Social Security number</td>
<td></td>
</tr>
<tr>
<td>Street address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>ZIP code</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>Primary operator or agent?</td>
<td>No</td>
</tr>
<tr>
<td>Email address (optional)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Project information**

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Amada North America, Inc. - 2018 Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address of project site</td>
<td>4A Treadeasy Avenue **and any lands located in Genesee County and occupied by license or easement during construction or improved by third parties for the benefit of the Project</td>
</tr>
<tr>
<td>City</td>
<td>City of Batavia</td>
</tr>
<tr>
<td>State</td>
<td>NY</td>
</tr>
<tr>
<td>ZIP code</td>
<td>14020</td>
</tr>
<tr>
<td>Email address (optional)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Purpose of project**

The Project consists of the acquisition, construction and equipping of up to an approximately 19,000 square-foot addition to the existing approximately 50,000 square-foot building (the "Facility").

**Description of goods and services intended to be exempted from New York State and local sales and use taxes:**

Goods and services, inclusive of fuel and utilities, whether the goods and services are purchased or rented, and notwithstanding that they continue to constitute personal property or the item is used after the completion of the Project, or the item is geographically located outside the legal boundaries of the Project Facility; provided there is a reasonable basis to acquire the item to benefit the Project.

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

**Print name of officer or employee signing on behalf of the IDA**

Mark A. Masse

**Print title**

Senior Vice President of Operations

**Signature**

Date: 11/5/2018

**Telephone number**

(585) 343-4866
EXHIBIT B-1

NYS FORM ST-123 FOR USE BY COMPANY

[See Attached]
New York State Department of Taxation and Finance
New York State Sales and Use Tax
IDA Agent or Project Operator
Exempt Purchase Certificate
Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. See TSB-M-14(1.1)S, Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities, for more information.

<table>
<thead>
<tr>
<th>Name of seller</th>
<th>Name of agent or project operator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amada North America, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address</th>
<th>Street address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7025 Firestone Boulevard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, town, or village</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buena Park</td>
<td>CA</td>
<td>90621</td>
</tr>
</tbody>
</table>

Agent or project operator sales tax ID number (see instructions)

Mark an X in one:  □ Single-purchase certificate  X Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

---

Project information
I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

<table>
<thead>
<tr>
<th>Name of IDA</th>
<th>Genesee County IDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of project</td>
<td>Amada North America, Inc. Project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address of project site</th>
<th>IDA project number (use OSC number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A Treadeasy Avenue**</td>
<td>1801 18 10A</td>
</tr>
</tbody>
</table>

**and any lands located in Genesee County and occupied by license or easement during construction or improved by third parties for the benefit of the Project

<table>
<thead>
<tr>
<th>City, town, or village</th>
<th>City of Batavia</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NY</td>
</tr>
</tbody>
</table>

Enter the date that you were appointed agent or project operator (mm/dd/yyyy) 11 / 09 / 18
Enter the date that agent or project operator status ends (mm/dd/yyyy) 12 / 31 / 19

Exempt purchases
(Mark an X in boxes that apply)

- □ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- □ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- □ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser’s representative (include title and relationship)  
Date

Type or print the name, title, and relationship that appear in the signature box
To the purchaser
You may use Form ST-123 if you:
• have been appointed as an agent or project operator by an industrial development agency (IDA) and
• the purchases qualify for exemption from sales and use tax as described in the IDA contract.
You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter N/A.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1118(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X makes all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X makes all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases
To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).
A. Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
B. Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
C. Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate
Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:
• A penalty equal to 100% of the tax due;
• A $50 penalty for each fraudulent exemption certificate issued;
• Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
• Revocation of your Certificate of Authority, if you are required to be registered as a vendor. See TSB-M-09(17)S, Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability, for more information.

To the seller
When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:
• accepted in good faith;
• in your possession within 90 days of the transaction; and
• properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification
The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 267, 306, 429, 475, 505, 697, 1056, 1142, and 1416 of that Law; and may require disclosure of social security numbers pursuant to 2 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?
Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Sales Tax Information Center:
To order forms and publications:
(518) 485-2889
(518) 457-5431

Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY):
(518) 485-5082
EXHIBIT B-2

NYS FORM ST-123 FOR USE BY SUBAGENTS OF COMPANY

[See Attached]
New York State Department of Taxation and Finance
New York State Sales and Use Tax
IDA Agent or Project Operator
Exempt Purchase Certificate
Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

**Note:** To be completed by the purchaser and given to the seller. See TSB-M-14(1.1)S, Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities, for more information.

<table>
<thead>
<tr>
<th>Name of seller</th>
<th>Name of agent or project operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street address</td>
<td>Street address</td>
</tr>
<tr>
<td>City, town, or village</td>
<td>State</td>
</tr>
<tr>
<td>City, town, or village</td>
<td>State</td>
</tr>
</tbody>
</table>

Agent or project operator sales tax ID number (see instructions)

Mark an X in one: □ Single-purchase certificate  X Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

---

**Project information**
I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

<table>
<thead>
<tr>
<th>Name of IDA</th>
<th>Genesee County IDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of project</td>
<td>Amada North America, Inc. Project</td>
</tr>
<tr>
<td>IDA project number (use OSC number)</td>
<td>1801 18 10A</td>
</tr>
<tr>
<td>Street address of project site</td>
<td>4A Treadeasy Avenue**</td>
</tr>
<tr>
<td>City, town, or village</td>
<td>City of Batavia</td>
</tr>
<tr>
<td>City of Batavia</td>
<td>State</td>
</tr>
<tr>
<td>NY</td>
<td>14021</td>
</tr>
</tbody>
</table>

Enter the date that you were appointed agent or project operator (mmdy)  /  /  Enter the date that agent or project operator status ends (mmdy)  /  /  

**Exempt purchases**
(Mark an X in boxes that apply)

- □ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project

- □ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

- □ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

**Certification:** I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

<table>
<thead>
<tr>
<th>Signature of purchaser or purchaser’s representative (include title and relationship)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type or print the name, title, and relationship that appear in the signature box</td>
<td></td>
</tr>
</tbody>
</table>
To the purchaser
You may use Form ST-123 if you:
• have been appointed as an agent or project operator by an industrial development agency (IDA) and
• the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter N/A.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconditioning, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

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A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases
To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).
A. Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
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Misuse of this certificate
Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:
• A penalty equal to 100% of the tax due;
• A $50 penalty for each fraudulent exemption certificate issued;
• Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
• Revocation of your Certificate of Authority, if you are required to be registered as a vendor. See TSB-M-08(17), Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability, for more information.

To the seller
When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:
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You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification
The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 237, 308, 428, 475, 595, 697, 1056, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

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Need help?
Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features
Sales Tax Information Center: (518) 485-2689
To order forms and publications: (518) 457-5431
Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082
EXHIBIT B-3

INVOICE RIDER FORM

I, ____________________________, the __________________________ of Amada North America, Inc. [or, subagent/subcontractor name: __________________________] certify that I am a duly appointed agent of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center ("Agency") and that I am purchasing the tangible personal property or services for use in the following Agency Project, and that such purchases qualify as exempt from sales and use taxes under the Agent, Financial Assistance and Project Agreement, dated as of November 9, 2018, by and between the Agency and Amada North America, Inc.

Name of the Project: Amada North America, Inc. Project
Street address of the Project Site: 4A Treadeasy Avenue
City of Batavia
Genesee County, New York
IDA OSC project number: 1801-18-10A
EXHIBIT C

NYS FORM ST-340

[See Attached]
**Department of Taxation and Finance**

**Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)**

For period ending December 31, _______ (enter year)

### Project information

<table>
<thead>
<tr>
<th>Name of IDA agent/project operator</th>
<th>Employer identification number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amada North America, Inc.</td>
<td>91-0862945</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>7025 Firestone Blvd.</td>
<td>(847) 466-2000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buena Park</td>
<td>CA</td>
<td>90621</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of IDA Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center</th>
<th>Name of project</th>
<th>IDA project number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amada North America, Inc. Project</td>
<td></td>
<td>1801 18 10A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address of project site</th>
<th>City</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A Trendeasy Avenue</td>
<td>Batavia</td>
<td>NY</td>
<td>14021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date project began</th>
<th>Completion date of project</th>
</tr>
</thead>
<tbody>
<tr>
<td>110918</td>
<td>123119</td>
</tr>
</tbody>
</table>

| Total sales and use tax exemptions (actual tax savings; not total purchases) | $ | 111,200.00 |

### Representative information (not required)

<table>
<thead>
<tr>
<th>Authorized representative, if any</th>
<th>Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street address</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
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<tr>
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<th>ZIP code</th>
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</thead>
</table>

### Certification

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

<table>
<thead>
<tr>
<th>Print name of officer, employee, or authorized representative</th>
<th>Title of person signing</th>
</tr>
</thead>
</table>

Signature ___________________________  Date ________________

If you do not annually file a complete report, we may remove your authority to act as an IDA agent/project operator.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W.A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.
Instructions

General information

Who must file
The General Municipal Law (GML) and the Public Authorities
Law require the agent/project operator (also known as the project
occupant) of an Industrial Development Agency or Authority (IDA)
to file an annual report with the Tax Department. The agent/project
operator required to file this report is the person directly appointed
by the IDA to act for and to represent the IDA for the project. The
agent/project operator is ordinarily the one for whom the IDA project
was created.

There is usually only one agent/project operator directly appointed
by the IDA for an IDA project. However, if the IDA directly appoints
multiple agents/project operators, each agent/project operator must
file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA
must file Form ST-340. Contractors, subcontractors, consultants,
or agents appointed by the agent/project operators should not
themselves file Form ST-340. However, the agent/project operators
must include on Form ST-340 information obtained from such
contractors, subcontractors, consultants, and agents, as described
below.

What you must report
The report must show the total value of all state and local sales
and use taxes exempted during the calendar year, as a result of
the project’s designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you)
obtained; and
- the value of the exemptions obtained by your contractors,
  subcontractors, consultants, and others, whether or not appointed
  as agents of the IDA.

Include only the total combined exemptions obtained by the above
people. A breakdown of the total is not required. However, since the
report must include the value of the exemptions they obtained, you
must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors,
consultants, and others that they must keep accurate tax information
and have it available, so that you can comply with the annual
reporting requirements.

Do not include on this report the amount of any sales and use tax
exemptions from other provisions of the Tax Law (for example,
manufacturer’s production equipment exemption, research and
development exemption, or contractor’s exemption for tangible
personal property incorporated into a project of an exempt
organization).

When the report is due
You must file Form ST-340 on a calendar-year basis. It is due by the
last day of February of the following year. The reporting requirement
applies to IDA projects started on or after July 21, 1993.

Project information
At the top of the form, identify the reporting period by entering the
year in the space provided. If an address is required, always include
the ZIP code.

Name of IDA agent/project operator: Enter your name, address,
employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and
address of the IDA. If more than one IDA is involved in a particular
project, you must file a separate report for the tax exemptions
attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address
of the project site. If you are involved in more than one project, you
must file a separate report for each project, even if authorized by
the same IDA.

Date project began: Enter the date the project started (this means
the earliest of the date of any bond or inducement resolution, the
execution of any lease, or any bond issuance). Include month, day,
and year.

Completion date of project: Enter the date installation, lease, or
rental of property (for example, machinery or computers) on the
project ended, or the date the project is expected to be completed.
Mark an X in the appropriate box to indicate if the date entered is
actual or expected.

Total sales and use tax exemptions: Enter the total amount
of New York State and local sales and use taxes exempted during the
reporting period as a result of the project’s receipt of IDA financial
assistance (if none, enter 0). This includes exemptions obtained at
the time of purchase, as well as through a refund or credit of tax
paid. Include the sales and use taxes exempted on purchases of
property or services incorporated into or used on the exempt project.
This includes the taxes exempted on purchases made by or on
behalf of the agent/project operator, the general contractor for the
project, and any subcontractors, consultants, or others. Do not enter
total purchases.

Representative information
If applicable, enter the name, address, title (for example, attorney or
accountant), and telephone number of the individual you authorize
to submit this report. This section is not required.

Certification
Enter the name and title of the person signing on your behalf (for
example, the IDA agent/project operator’s officer, employee, or other
authorized representative). Your officer, employee, or authorized
representative must sign and date the report.

Mail completed report to:
NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0566

If not using U.S. Mail, see Publication 55, Designated Private
Delivery Services.

Need help?

Visit our website at www.tax.ny.gov
- get information and manage your taxes online
- check for new online services and features

Telephone assistance
Sales Tax Information Center: 518-485-2889
To order forms and publications: 518-457-5431
Text Telephone (TTY) or TDD
New York Relay Service
For equipment users Dial 7-1-1 for the

Privacy notification
New York State Law requires all government agencies that maintain
a system of records to provide notification of the legal authority
for any request for personal information, the principal purpose(s)
for which the information is to be collected, and where it will be
maintained. To view this information, visit our website, or, if you do
not have Internet access, call and request Publication 54, Privacy
Notification. See Need help? for the Web address and telephone
number.
EXHIBIT D
RESERVED
EXHIBIT E

BILL OF SALE

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER, a public benefit corporation of the State of New York with offices at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (the "Grantor"), for the consideration of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from AMADA NORTH AMERICA, INC., a Washington corporation authorized to transact business in the State of New York with offices at 7025 Firestone Blvd., Buena Park, California 90621 (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee and its successors and assigns, the Equipment, as defined in the Agent, Financial Assistance and Project Agreement dated as of November 9, 2018 (the "Agent Agreement"), as may be amended from time to time, which were acquired and installed and/or are to be acquired and installed by the Grantee as agent for the Grantor pursuant to the Agent Agreement, which Equipment is located or intended to be located at the Facility located at 4A Treadeasy Avenue in the City of Batavia, Genesee County, New York.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS," WITHOUT RECOUPMENT OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OF DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the ___ day of __________, 20__.


[___________]
Form Only - Do Not Sign

By: ________________________________

Name: ______________________________
Title: ______________________________
# ANNUAL PROJECT REPORT

**DUE BY:**
Genesee County Economic Development Center

## A. Business Information:
Please fill in blanks or change as necessary

<table>
<thead>
<tr>
<th><strong>Organization Name:</strong></th>
<th><strong>Organization Name Change:</strong> (if applicable)*</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Project Address:</strong></th>
<th><strong>Address Change (if applicable)</strong>*</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Contact Person:</strong></th>
<th><strong>Contact Person Change:</strong> (if applicable)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Name:</strong></th>
<th><strong>Name:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>E-mail:</td>
<td>E-mail:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Mailing Address (if different from Organization Address):</strong></th>
<th><strong>Mailing Address Change:</strong> (if applicable)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Not For Profit (Yes or No):</strong></th>
</tr>
</thead>
</table>

## B. Project Information:

<table>
<thead>
<tr>
<th><strong>Project Name:</strong></th>
<th><strong>Project ID:</strong></th>
</tr>
</thead>
</table>

**Project Description:**

## C. Tax Exemptions:
Please fill in blanks

If you claimed exemption from New York State Sales Tax or Mortgage Tax during 201_, please answer the following questions. If not applicable to your project, please indicate by responding with an "NA" in the blank provided.

**Total Sales Tax exemption from 1/1/1_ - 12/31/1_**

(Actual tax savings, NOT total purchases):

Attach copy of NYS Form ST-348 on which you reported the value of sales and use tax exemptions for your project.

New York State requires that a company receiving sales tax exemptions file an ST-34G no later than the end of February following the year in which the exemption was claimed.

**Value of 201_ Mortgage Recording Tax Exemption (1.25% of the mortgage amount):**

## D. Employment Data:

**201_ employment (only for the location that is receiving IDA benefits). PLEASE REFER TO the definition of Full-Time Equivalent Jobs.**

<table>
<thead>
<tr>
<th><strong>Job Classification</strong></th>
<th><strong>Number of Full-Time Equivalents (as of 12/31/1_)</strong></th>
<th><strong>Average annual salary of Full-Time Equivalent employees</strong></th>
<th><strong>Average annual salary and benefits of Full-Time Equivalent employee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Management, (Owner / CEO / Management)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production / Manufacturing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical / Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Definition of Full Time Equivalent Jobs:** Full-time jobs, plus any combination of two or more part-time jobs that, when combined together, constitute the equivalent hours of a full-time position.

Please attach copies of your NYS-46 Quarterly Combined Withholding, Wage Reporting & Unemployment Insurance.

EF-1
Return for each quarter in 201_. (Please note that benefits will be terminated if these reports are not submitted.)
Report the total number of full-time and part-time covered employees for the third month of the fourth quarter as shown on the NYS-45:

If you are a new Company and a NYS-45 is not available, please check here □

Number of Full-Time Equivalent Construction Jobs created during 201_:

If the NYS-45 includes multiple locations, please attach a separate sheet that certifies the job information specific to the project location.

E. Bonds: Please complete this section if you have a bond with the GCEDC.

| New Bond Issue Amount: $    |
| Taxable:  □  Tax Exempt: |

Bond Closing Date: Cost of Bond Issuance:

Bond Interest Type (Fixed or Variable): Debt Retired During 201_:

Bond Interest Rate: Outstanding Amount of Bond at Dec. 31, 201_:

F. Capital Investments:

Please list investments directly related to the project described in Section B made during the period of January 1 – December 31, 201_. Do not include investments from previous reporting periods or operating expenses.

<table>
<thead>
<tr>
<th>Building Cost: (New build or expansion)</th>
<th>As Reported on original Application</th>
<th>Reported on Previous Report (Cumulative)</th>
<th>Actual Expense in 201_ (related to the project defined in section B)</th>
<th>As Reported on original Application</th>
<th>Reported on Previous Report (Cumulative)</th>
<th>Actual Expense in 201_ (related to the project defined in section B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land &amp; Building: (Purchased indestructible)</td>
<td>Other: (Estimate of existing space)</td>
<td>Total Investment:</td>
<td>Total Amount Financed:</td>
<td>Mortgage Amt.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Equip.: (Not listed elsewhere)</td>
<td>Other Equipment: (Other taxable equipment)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please reference the original project application and explain any variances from the original project estimates:

Do you anticipate relocating, expanding your business or purchasing equipment within the next 12 months? YES □ NO □
If yes, please explain

G. Signature: Report will not be considered complete unless signature is provided.

An Authorized Company Official must certify the information provided by completing the following:

Termination of benefits is possible if the information submitted is determined to be incorrect or if the information is not submitted by the requested date. The GCEDC reserves the right to complete an examination of back-up documentation related to the company's reported project information at any time should the GCEDC have reasonable cause to do so.

I hereby attest that the information contained in this report is true and correct to the best of my knowledge.

Signature (Authorized Company Official)
Date

Please Print (Name and Title)
EXHIBIT G-1

NYS FORM FT-123 FOR USE BY COMPANY

[See Attached]
New York State Department of Taxation and Finance
New York State Taxes on Fuel (Articles 12-A, 13-A, 28, and 29)
IDA Agent or Project Operator
Exempt Purchase Certificate for Fuel

This certificate is not valid unless all entries have been completed.
To be completed by the purchaser and given to the seller:

| Name of seller | Name of agent or project operator
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amada North America, Inc.</td>
</tr>
<tr>
<td>Street address</td>
<td>Street address</td>
</tr>
<tr>
<td></td>
<td>7025 Firestone Boulevard</td>
</tr>
<tr>
<td>City, town, or village</td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>City, town, or village</td>
</tr>
<tr>
<td></td>
<td>Buena Park</td>
</tr>
<tr>
<td></td>
<td>CA 90621</td>
</tr>
</tbody>
</table>

Agent or project operator sales tax ID number (see instructions)

Mark an X in one: □ Single-purchase certificate  X Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information
I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the fuel for use in the following IDA project and that such purchases qualify as exempt from excise taxes and sales and use taxes under my agreement with the IDA.

<table>
<thead>
<tr>
<th>Name of IDA</th>
<th>Genesee County IDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of project</td>
<td>Amada North America, Inc.</td>
</tr>
<tr>
<td>IDA project number (see OSC number)</td>
<td>1801 18 10A</td>
</tr>
<tr>
<td>Street address of project site</td>
<td>4A Treadeasy Avenue**</td>
</tr>
<tr>
<td>**and any lands located in Genesee County and occupied by license or easement during construction or improved by third parties for the benefit of the Project</td>
<td></td>
</tr>
<tr>
<td>City, town, or village City of Batavia</td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>NY 14021</td>
</tr>
<tr>
<td>Enter the date that you were appointed agent or project operator (mm/dd/yyyy)</td>
<td>11 / 09 / 18</td>
</tr>
<tr>
<td>Enter the date that agent or project operator status ends (mm/dd/yyyy)</td>
<td>12 / 31 / 19</td>
</tr>
</tbody>
</table>

Exempt purchases — Only fuel or residual petroleum product used to complete the project may be purchased by IDA agents or project operators exempt from the fuel excise tax, petroleum business tax, and sales and use tax. Fuel or residual petroleum product used to operate a business after the project is completed does not qualify for this exemption (see instructions).

Mark an X in boxes that apply:

□ A. Motor fuel  □ C. Non-highway diesel motor fuel
□ B. Highway diesel motor fuel  □ D. Residual petroleum product

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that excise taxes and state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1638 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser’s representative (include title and relationship)  Date

Type or print the name, title, and relationship that appear in the signature box
To the purchaser
You may use Form FT-123 if you:
• have been appointed as an agent or project operator by an industrial development agency (IDA) and
• the purchases qualify for exemption from excise taxes and sales and use tax as described in the IDA contract.

You may use Form FT-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number – If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter N/A.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 16-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases. However, IDAs do not normally make direct purchases for projects. Commonly, an IDA instead appoints a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax. Purchases made by an agent or project operator to operate a business after the project is completed are subject to tax.

Example: An IDA agreement with its agent, Contractor X, states that Contractor X may make all purchases of materials and equipment necessary for completion of the project as agent for the IDA. Contractor X purchases non-highway diesel motor fuel for use in construction equipment that will be used to prepare the site for construction. Since the fuel is being used to complete the project, Contractor X may purchase the fuel exempt from taxes.

When the project is completed, Contractor X purchases motor fuel and highway diesel motor fuel for use in snowplows and other maintenance vehicles used to maintain the parking lots for the business. Contractor X may not purchase this fuel exempt from tax because it is being used to operate, not to complete, the project.

Exempt purchases
To qualify for exemption, the purchases must be made within the authority granted by the IDA and used to operate the completed project, but not to operate the completed project.

Box A – Motor fuel is gasoline, benzol, reformulated blend stock for oxygenate blending, conventional blend stock for oxygenate blending, E85, fuel grade ethanol that meets the ASTM International active standards specification D4806 or D4814, or other product which is suitable for use in the operation of a motor vehicle engine. If you are purchasing motor fuel exempt from tax, mark this box.

Box B – Highway diesel motor fuel is any diesel motor fuel that is not non-highway diesel motor fuel. If you are purchasing highway diesel motor fuel exempt from tax, mark this box.

Box C – Non-highway diesel motor fuel is any diesel motor fuel designated for use other than on a public highway, and is dyed diesel motor fuel. If you are purchasing non-highway diesel motor fuel exempt from tax, mark this box.

Diesel motor fuel is No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil, or other middle distillate, and also motor fuel suitable for operating a diesel engine. Diesel motor fuel does not include any product specifically designated "No. 4 diesel fuel."

Box D – Residual petroleum product means the topped crude of refinery operations, including No. 5 fuel oil, No. 6 fuel oil, bunker C, and the special grade of diesel product designated as No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. If you are purchasing residual petroleum product exempt from tax, mark this box.

Misuse of this certificate
Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:
• A penalty equal to 100% of the tax due;
• A $50 penalty for each fraudulent exemption certificate issued;
• Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
• Revocation of your Certificate of Authority. If you are required to be registered as a vendor. See TSB-M-09(17)6, Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability, for more information.

To the seller
When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:
• accepted in good faith;
• in your possession within 90 days of the transaction; and
• properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification
New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, Privacy Notification. See Need help? for the Web address and telephone number.

Need help?
Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082
EXHIBIT G-2

NYS FORM FT-123 FOR USE BY SUBAGENTS OF COMPANY

[See Attached]
This certificate is not valid unless all entries have been completed. To be completed by the purchaser and given to the seller.

<table>
<thead>
<tr>
<th>Name of seller</th>
<th>Name of agent or project operator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address</th>
<th>Street address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, town, or village</th>
<th>State</th>
<th>ZIP code</th>
<th>City, town, or village</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agent or project operator sales tax ID number (see instructions)

Mark an X in one:  
☐ Single-purchase certificate  
☒ Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information
I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the fuel for use in the following IDA project and that such purchases qualify as exempt from excise taxes and sales and use taxes under my agreement with the IDA.

Name of IDA
Genesee County IDA

Name of project
Amada North America, Inc.

IDA project number (see CSC number)
1601 18-10A

Street address of project site
4A Treadeasy Avenue**

**and any lands located in Genesee County and occupied by license or easement during construction or improved by third parties for the benefit of the Project

City, town, or village
City of Batavia

Enter the date that you were appointed agent or project operator (mm/dd/yyyy) / / Enter the date that agent or project operator status ends (mm/dd/yyyy) / /

NY 14021

Exempt purchases — Only fuel or residual petroleum product used to complete the project may be purchased by IDA agents or project operators exempt from the fuel excise tax, petroleum business tax, and sales and use tax. Fuel or residual petroleum product used to operate a business after the project is completed does not qualify for this exemption (see instructions).

Mark an X in boxes that apply:

☐ A. Motor fuel  
☐ B. Highway diesel motor fuel  
☐ C. Non-highway diesel motor fuel  
☐ D. Residual petroleum product

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that excise taxes and state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser’s representative (include title and relationship)  

Date

Type or print the name, title, and relationship that appear in the signature box
Instructions

To the purchaser
You may use Form FT-123 if you:
• have been appointed as an agent or project operator by an industrial development agency (IDA) and
• the purchases qualify for exemption from excise taxes and sales and use tax as described in the IDA contract.

You may use Form FT-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number – If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter N/A.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 19-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases. However, IDAs do not normally make direct purchases for projects. Commonly, an IDA instead appoints a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax. Purchases made by an agent or project operator to operate a business after the project is completed are subject to tax.

Example: An IDA agreement with its agent, Contractor X, states that Contractor X may make all purchases of materials and equipment necessary for completion of the project as agent for the IDA.

Contractor X purchases non-highway diesel motor fuel for use in construction equipment that will be used to prepare the site for construction. Since the fuel is being used to complete the project, Contractor X may purchase the fuel exempt from taxes.

When the project is completed, Contractor X purchases motor fuel and highway diesel motor fuel for use in snowplows and other maintenance vehicles used to maintain the parking lots for the business. Contractor X may not purchase this fuel exempt from tax because it is being used to operate, not to complete, the project.

Exempt purchases
To qualify for exemption, the purchases must be made within the authority granted by the IDA and used to complete the project, but not to operate the completed project.

Box A – Motor fuel is gasoline, benzol, reformulated blend stock for oxygenate blending, conventional blend stock for oxygenate blending, E85, fuel grade ethanol that meets the ASTM International active standards specification D4806 or D4814, or other product which is suitable for use in the operation of a motor vehicle engine. If you are purchasing motor fuel exempt from tax, mark this box.

Box B – Highway diesel motor fuel is any diesel motor fuel that is not non-highway diesel motor fuel. If you are purchasing highway diesel motor fuel exempt from tax, mark this box.

Box C – Non-highway diesel motor fuel is any diesel motor fuel designated for use other than on a public highway, and is dyed diesel motor fuel. If you are purchasing non-highway diesel motor fuel exempt from tax, mark this box.

Diesel motor fuel is No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil, or other middle distillate, and also motor fuel suitable for operating a diesel engine. Diesel motor fuel does not include any product specifically designated "No. 4 diesel fuel."

Box D – Residual petroleum product means the topped crude of refinery operations, including No. 5 fuel oil, No. 6 fuel oil, bunker C, and the special grade of diesel product designated as No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. If you are purchasing residual petroleum product exempt from tax, mark this box.