

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 LOCAL DEVELOPMENT CORPORATION
 Resolution No. LDC-18-06-13
 June 22, 2018

AUTHORIZING A LOAN OF UP TO \$30,000 TO Bregg Winery, Inc.

WHEREAS, the St. Lawrence County Industrial Development Agency Local Development Corporation (the “SLCIDA-LDC”) was formed by the St. Lawrence County Industrial Development Agency to relieve and reduce unemployment, to promote and to provide for additional and maximum employment, to better and maintain job opportunities, to instruct or train individuals to improve or to develop their capabilities for jobs, to carry on scientific research for the purpose of aiding the community of St. Lawrence County, New York by attracting industry to the community and by encouraging the development of, or retention of, an industry in the community, and to lessen the burdens of government and to act in the public interest, thus performing an essential governmental function, and

WHEREAS, Bregg Winery, Inc. (the “Company” or “Borrower”) has applied for loan financing in an amount of \$30,000, which will be used for the purchase of equipment to be used at their facility located at 56 West Main Street, Norfolk, New York, and

NOW, THEREFORE, BE IT RESOLVED that the SLCIDA-LDC agrees to lend up to \$30,000 to Bregg Winery, Inc., and

BE IT FURTHER RESOLVED that said loan of up to \$30,000 shall be subject to the following terms and conditions:

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|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Principal | Up to \$30,000 |
| 2. Interest Rate | One-half of US prime rate plus 1, the actual rate to be determined at closing and adjusted at the end of the fifth year |
| 3. Term | Sixty (60) month term consisting of an initial three (3) months of interest-only followed by a fifty-seven (57) month amortization |
| 4. Security | 2 nd co-proportional lien position with the Town of Norfolk on all machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of Bregg Winery, Inc. |
| 5. Other | <ul style="list-style-type: none"> • Unlimited Personal Guarantee of Martin Bregg • Corporate Guaranty of Bregg Magyar, LLC • Evidence of owner’s equity in the amount of \$50,000 • Evidence of Other Financing of a least \$100,000 • The Company agrees to retain 1 and create .5 FTE jobs |

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|-------------|------------|------------|----------------|---------------|
| Move: | LaBaff | | | |
| Second: | McMahon | | | |
| VOTE | AYE | NAY | ABSTAIN | ABSENT |
| Blevins | X | | | |
| Hall | X | | | |
| Hooper | X | | | |
| LaBaff | X | | | |
| McMahon | X | | | |
| Staples | X | | | |
| Morrill | | | | X |

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

/s/

 Lori Sibley June 22, 2018