

St. Lawrence County Industrial Development Agency

Human Services Center
80 State Highway 310 Suite 6, Canton, New York 13617-1496
Phone: (315) 379-9806 Fax: (315) 386-2573

Patrick J. Kelly
Chief Executive Officer

PROJECT ACTIVITY REPORT

Project:	Affinity Potsdam Cottages
Project Address:	204, 206 & 208 Main Street Potsdam, NY 13676
Application Date:	June 8, 2012
Board Approval Date:	December 11, 2012
Financing Date:	December 21, 2012

Project Overview:

Affinity Potsdam Cottages is a Limited Liability Company headquartered in Buffalo, New York. The Company applied to the St. Lawrence County Industrial Development Agency for financial assistance to construct up to 50 residential buildings containing up to 100 units of student housing to be operated by the Company as a for-rent commercial student housing facility.

The Company requested assistance from the St. Lawrence County Industrial Development Agency in the form of sales and use tax exemptions with respect to the qualifying personal property; a mortgage recording tax exemption on the property, and a Payment in Lieu of Taxes ("PILOT") agreement. The PILOT, deviating from the Agency's standard tax exemption policy, required the consent of the local affected taxing jurisdictions.

Actions Taken:

The St. Lawrence County Industrial Development Agency accepted the Company's application, authorized the issuance of deviation notices to the local affected taxing jurisdictions, and authorized the holding of a public hearing.

A public hearing on the project was held July 5, 2012.

The project has not received the consent of the local affected taxing jurisdictions necessary to receive a Payment In Lieu of Taxes Agreement under the terms of the SLCIDA's Uniform Tax Exemption Policy.

On December 11, 2012 the SLCIDA approved exemptions in the form of Sales and Use Tax Exemption and Mortgage Recording Tax exemptions.

AGENT AND FINANCIAL ASSISTANCE AGREEMENT

THIS AGENT AND FINANCIAL ASSISTANCE AGREEMENT, made as of November 24, 2015, by and between **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at Ernest J. LaBaff Industrial Building, 19 Commerce Lane, Canton, New York 13617 (the "Agency") and **AFFINITY POTSDAM PROPERTIES LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York with offices at 105 Affinity Lane, Buffalo, New York 14215 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 1030 of the Laws of 1969 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, by resolution adopted December 12, 2012 (the "Project Authorizing Resolution"), the Agency previously appointed the Company as agent to undertake a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest to approximately 20 acres of real property located near 206 Main Street, Village of Potsdam, New York (the "Village"), such real property being more particularly described as TMID No's 64.076-1-1.11 (portion), 64.076-1-2.1 and 64.076-1-4 (as may be merged, and collectively herein, the "Land"), (ii) the construction and operation on the Land of up to 50 residential buildings containing up to 100 units of housing containing three (3) bedrooms each to be operated by the Company as a for-rent commercial housing facility, along with the construction, installation and operation of related infrastructure, roadways, curbing, parking, common areas, a recreation building and maintenance building (collectively, the "Improvements"), (iii) the acquisition in and around the Land and Improvements and of certain items of equipment and other tangible personal property and equipment (the "Equipment" and, collectively with the Land and the Improvements, the "Facility"), and (iv) the lease of the Facility to the Company pursuant to a straight-lease transaction as defined within the Act (the "Straight-Lease Transaction"); and

WHEREAS, in furtherance of the Project, the Agency and the Company entered into the Straight-Lease Transaction as of December 21, 2012; and

WHEREAS, the Company has requested the Agency's approval of (i) an extension of agent status through December 31, 2016; and (ii) the modification of the description of the Project to include certain site plan modifications undertaken and approved since the adoption of the Project Authorizing Resolution; and

WHEREAS, by resolution adopted August 27, 2015 (the "Extension Resolution", and collectively hereinafter with the Project Authorizing Resolution, the "Resolution"), the Agency authorized (i) the extension of the agent appointment of the Company through December 31, 2016 (the "Extension"), (ii) technical amendments to the description of the Project, and (iii) execution and delivery of this Agreement; and

WHEREAS, the Company has further requested the termination of the Straight-Lease Transaction as of the date hereof, which the Agency and Company have memorialized within a certain Termination Agreement, dated as of the date hereof, and, as a condition and as an inducement for it to provide the Extension, that the Company provide assurances with respect to the recapture of the Financial Assistance on the terms herein set forth; and

WHEREAS, pursuant hereto, the Company shall have the power to delegate such agency appointment, 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 may choose including but not limited to the individuals and entities described on Schedule A attached hereto, and 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 for the Agency; and

WHEREAS, the Agency desires to memorialize the appointment of the Company as agent of the Agency to undertake the Project pursuant and subject to the terms herein contained.

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. Amended Project Description; Scope of Agency.

(a) Pursuant to the Extension Resolution, the description of the Project is amended to read as follows:

“the appointment of the Company as agent to undertake a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest to approximately 20 acres of real property located near 206 Main Street, Village of Potsdam, New York (the “Village”), such real property being more particularly described as TMID No’s 64.076-1-1.11 (portion), 64.076-1-2.1 and 64.076-1-4 (as may be merged, and collectively herein, the “Land”), (ii) the construction and operation on the Land of up to 44 residential cottages and one (1) three (3) story structure, with the foregoing containing up to 318 beds of housing to be operated by the Company as a for-rent commercial housing facility, along with the construction, installation and operation of related infrastructure, roadways, curbing, parking, common areas, a recreation building and maintenance building (collectively, the “Improvements”), (iii) the acquisition in and around the Land and Improvements and of certain items of equipment and other tangible personal property and equipment (the “Equipment” and, collectively with the Land and the Improvements, the “Facility”), and (iv) the lease of the Facility to the Company pursuant to a straight-lease transaction as defined within the Act (the “Straight-Lease Transaction”).”

(b) The Agency hereby confirms its appointment of the Company as the true and lawful agent of the Agency to undertake the Project pursuant to the Resolution. The Company hereby agrees to limit activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, construction and equipping of the Facility. The right of the Company to act as agent of the Agency shall expire on **December 31, 2016**. The

aggregate amount of work performed by the Company as agent for the Agency shall not exceed the amounts identified in the Resolution and Section 2(h) of this Agreement.

All contracts entered into as agent for the Agency shall include the following language:

“This contract is being entered into by [**AFFINITY POTSDAM PROPERTIES LLC/ SUBAGENT**] (the ”Agent“), as agent for and on behalf of **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the ”Agency“), in connection with a certain project of the Agency for the benefit of the 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 206 Main Street, Village of Potsdam, New York (the ”Premises“). The labor, 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, reconstruction, renovation 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 instruction letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent Agreement by and between the Agent and the Agency, dated as of November 24, 2015. 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 in this paragraph.”

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to provide the Extension and appoint the Company as agent to continue to undertake the Project:

(a) The Company is a limited liability company duly formed and validly existing under the laws of the State of New York, and is authorized to conduct business in the State, has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this 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, building and environmental 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 their obligations under this 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) 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, and agrees that upon failure to do so, its obligation for such expenses shall be deemed a lien against the Project.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in St. Lawrence 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 Company covenants and agrees that, if either the Company receives New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any

such amounts to the Agency that the Agency demands in connection therewith. The Company further understand and agree that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine New York State and local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

(h) The Company further covenants and agrees 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 the amount up to **\$11,100,000.00**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$777,000.00**.

(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 agent, subagent, contractor, subcontractor, if any, contractors or subcontractors of such agents and subagents, 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 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) attached hereto as Exhibit C regarding the value of sales and use tax exemptions the Company, their agents, subagents, consultants or subcontractors have claimed 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 for the Agency.

(k) The Company acknowledges and agrees that all purchases 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 Exhibit B), 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 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 [Affinity Potsdam Properties LLC/ Subagent], certify that [Affinity Potsdam Properties LLC / Subagent] is a duly appointed agent of the St. Lawrence County Industrial Development Agency ("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 the agent agreement with the St. Lawrence County Industrial Development Agency.*" The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project on each bill and invoice:

Name of the Project:

Affinity Potsdam Properties LLC Project

Street address of the Project site: 206 Main Street, Village of Potsdam, New York
IDA OSC project number: 4001-12-03A

(1). 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.

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, officers, members 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 use thereof or the presence on, in or about the Facility or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, rehabilitating, constructing, renovating, equipping, owning and leasing of the Equipment or 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 members, directors, officers, agents (except the Company) 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 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.

(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 \$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 \$5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 4(a) hereof shall name the Agency as a named insured and all other insurance required by Section 4 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. 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 (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days prior written notice of the cancellation thereof to the Company and the Agency.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

6. This 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, as follows:

To the Agency: St. Lawrence County Industrial Development Agency
Ernest J. LaBaff Industrial Building
19 Commerce Lane
Canton, New York 13617
Attn: Patrick J. Kelly, CEO

To Agency Counsel: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Affinity Potsdam Properties LLC
105 Affinity Lane
Buffalo, New York 14215
Attn: P. Jeffrey Birtch, CEO

With Copy To: Lippes, Mathias, Wexler & Friedman
665 Main Street, Suite 300
Buffalo, New York 14203
Attn: Blaine Schwartz, 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.

8. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State 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 St. Lawrence County, New York.

9. By executing this Agent Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (i) legal services in connection with the Project, including but not limited to those provided by the Agency's transaction counsel, and (ii) other consultants retained by the Agency in connection with the Project; with all such charges to be paid by the Company at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore. The Company is entitled to receive a written estimate of fees and costs of the Agency's transaction counsel.

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.

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[Signature Page to Agent and Financial Assistance Agreement]

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

**ST. LAWRENCE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Patrick J. Kelly
Title: Chief Executive Officer

AFFINITY POTSDAM PROPERTIES LLC
By: AFFINITY CAPITAL, LLC

By: _____
Name: P. Jeffrey Birtn
Title: Managing Member

[Acknowledgment Page to Agent Agreement]

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) SS.:

On the 24th day of November in the year 2015, before me, the undersigned, personally appeared **PATRICK J. KELLY**, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lori A. Sibley
Notary Public, State of New York
Qualified in St. Lawrence County
Commission Expires September 30, 2017

STATE OF NEW YORK)
COUNTY OF) SS.:

On the 24th day of November in the year 2015, before me, the undersigned, personally appeared **P. JEFFREY BIRTCH**, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BLAINE S. SCHWARTZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 29, 2018

Exhibit A

[NYS Form ST-60, "IDA Appointment of Project Operator or Agent For Sales Tax Purposes"
For Subagents of Company]

ATTACHED HERETO



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

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.

For IDA use only

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC number system for projects after 1998) 4001-12-03A	
Street address 19 Commerce Ln #1		Telephone number (315) 379-9806	
City Canton		State NY	ZIP code 13617
Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number
Street address		Telephone number ()	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City		State	ZIP code
Name of project Affinity Potsdam Properties LLC Project		Purpose of project (see instructions) Services	
Street address of project site 204 Main Street			
City Potsdam		State NY	ZIP code 13676
Description of goods and services intended to be exempted from New York State and local sales and use taxes Goods/services used to purchase land, construct up to 44 residential cottages and one three story structure, along with the construction and installation of related infrastructure			
Date project operator or agent appointed (mm/dd/yy) 12/11/12	Date project operator or agent status ends (mm/dd/yy) 12/31/16	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax:		Estimated value of New York State and local sales and use tax exemption provided:	

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 Patrick J. I	Print title Chief Executive Officer	Date 11/24/2015	Telephone number (315) 379-9806
Signature			

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

- For Purpose of project, enter one of the following:
- Services
 - Agriculture, forestry, fishing
 - Finance, insurance, real estate
 - Transportation, communication, electric, gas, sanitary services
 - Construction
 - Wholesale trade
 - Retail trade
 - Manufacturing
 - Other (specify)

Mailing instructions

Mail completed form to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227**

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 6-a, 171, 171-a, 287, 308, 429, 476, 505, 697, 1698, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 4050(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 (516) 457-5181.

Need help?

	Internet access: www.tax.ny.gov (for information, forms, and publications)
	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



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

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.

For IDA use only

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1988) 4001-12-03A	
Street address 19 Commerce Lane, Suite 1		Telephone number (315) 379-9808	
City Canton		State NY	ZIP code 13617
Name of IDA project operator or agent Affinity Potsdam Properties LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number
Street address 105 Affinity Lane		Telephone number (716) 833-1000	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Buffalo		State NY	ZIP code 14216
Name of project Affinity Potsdam Properties LLC Project (4001-12-03A)		Purpose of project (see instructions) Services	
Street address of project site 204 Main Street			
City Potsdam		State NY	ZIP code 13676
Description of goods and services intended to be exempted from New York State and local sales and use taxes Goods/services used to purchase land, construct up to 50 residential housing buildings, along with the construction and installation of related infrastructure			

Date project operator or agent appointed (mm/dd/yy) 12/11/12	Date project operator or agent status ends (mm/dd/yy) 12/31/16	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$11,100,000	Estimated value of New York State and local sales and use tax exemption provided: \$777,000		
<p>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.</p>			
Print name of officer or employee standing on behalf of the IDA Patrick J. Kelly		Print title Chief Executive Officer	
Signature		Date 4-1-2015	Telephone number (315) 379-9808

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, sanitary services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:
**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227**

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 6-a, 171, 171-a, 287, 308, 428, 476, 606, 697, 1098, 1142, and 1416 of that Law, and may require disclosure of social security numbers pursuant to 42 USC 4050(a)(2)(C).

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) 457-6161.

Need help?

Internet access: www.tax.ny.gov
(for information, forms, and publications)

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



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(2/11)

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.

For IDA use only

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSO numbering system for projects after 1998)	
Street address 80 State Highway 310, Suite 8		Telephone number (315) 378-9808	
City Canton		State NY	ZIP code 13817
Name of IDA project operator or agent Affinity Potsdam Properties LLC	Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number	
Street address 105 Affinity Lane	Telephone number (716) 833-1000	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
City Buffalo	State NY	ZIP code 14215	
Name of project Affinity Potsdam Properties LLC Project	Purpose of project (see instructions) Services		
Street address of project site 204 Main Street	State NY		ZIP code 13676
City Potsdam			
Description of goods and services intended to be exempted from sales and use taxes Goods/services used to purchase land, construct up to 60 residential housing buildings, along with the construction and installation of the related infrastructure.			

Date project operator or agent appointed (mm/dd/yy) 12/11/12	Date project operator or agent status ends (mm/dd/yy) 12/31/14	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services to be exempted from sales and use taxes as a result of the project's designation as an IDA project: \$11,100,000.00		

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 Patrick J. Kelly	Print title Chief Executive Officer	Date 12/21/12	Telephone number (315) 378-9808
Signature			

Instructions

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Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
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- Transportation, communication, electric, gas, sanitary services
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- Retail trade
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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.

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