

## PAYMENT IN LIEU OF TAXES AGREEMENT

**THIS PAYMENT IN LIEU OF TAXES AGREEMENT** ("Agreement") is made as of the 1st day of April, 2025 by and between **REFRESCO BEVERAGES US, INC.**, a corporation duly organized and existing under the laws of the State of Georgia and qualified to do business in the State of New York as a foreign corporation, having an address at 8112 Woodland Center Blvd., Tampa, FL 33614 (the "Company"), and the **COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY**, a corporate government agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an address at 201 West Third Street, Suite 115, Jamestown, NY 14701 (the "Agency").

### WITNESSETH:

**WHEREAS**, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, expand, construct, reconstruct, lease, improve, maintain, equip, furnish, and dispose of one or more projects for the purpose of promoting, developing, encouraging, and assisting in the acquisition, expansion, construction, reconstruction, improvement, maintaining, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities, and thereby advance the job opportunities, general prosperity, and economic welfare of the people of the State of New York;

**WHEREAS**, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 71 of the 1972 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act"), the Agency, which has been created and established pursuant thereto for the benefit of the County of Chautauqua, proposes to undertake the Project described below;

**WHEREAS**, the Agency on behalf of the Company intends to undertake a project consisting of: (A)(1) the acquisition of an interest in an approximately 10 acre parcel of land located at 26 E. Talcott Street and E. Talcott Street, City of Dunkirk, County of Chautauqua, New York (the "Land"), which Land is more particularly described on Exhibit A attached hereto, (2) the renovation of an existing approximately 243,800 square foot building located on the Land (collectively, the "Building"), and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment" and together with the Land and the Building, collectively, the "Project Facility"), all of the foregoing for use by the Company and/or its affiliates as a warehousing and distribution facility; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes and sales and use taxes (collectively, the "Financial Assistance"); and

(C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity(ies) as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company holds fee title to the Land and the Building (collectively, the "Facility");

WHEREAS, the Company will lease the Facility to the Agency pursuant to a Company Lease Agreement dated as of the date hereof entered into between the Company, as lessor, and the Agency, as the lessee (as amended, modified, restated or replaced from time to time, the "Company Lease");

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease the interest of the Agency in the Project Facility to the Company pursuant to an Agency Lease Agreement (Uniform Project Agreement) dated as of the date hereof entered into between the Agency, as sublessor, and the Company, as sublessee (as amended, modified, restated or replaced from time to time, the "Agency Lease");

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York, upon a proper filing, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control;

WHEREAS, the Agency's grant of real property tax exemptions is guided by its Uniform Tax Exemption Policy and Guidelines ("UTEP") duly adopted by members of the Agency and the Company's request for real property tax exemptions represents a deviation from the typical schedules of the Agency's UTEP;

WHEREAS, in response to the Project's proposed deviation from the Agency's UTEP, (A) the Chief Financial Officer of the Agency caused notice of a meeting of the Agency (the "IDA Meeting") with respect to the proposed deviation from the Agency's UTEP to be mailed on May 3, 2023 and May 5, 2023 to the chief executive officer of each Taxing Entity (as hereinafter defined); (B) the members of the Agency held the IDA Meeting on May 23, 2023, (C) the members of the Agency reviewed and responded to any comments or correspondence received from the Taxing Entities at or before the IDA Meeting regarding the proposed deviation from the Agency's UTEP, and (D) the members of the Agency passed a resolution on May 23, 2023 approving such proposed deviation (the "Deviation Resolution"); and

WHEREAS, by resolution adopted by the members of the Agency on May 23, 2023 and January 28, 2025 (together, the "Authorizing Resolution"), the Agency determined to proceed with the Project, to grant the Financial Assistance (as defined in the Agency Lease) and to enter into the "straight lease transaction" (as such quoted term is defined in the Act) contemplated by this Agreement and the other Transaction Documents (as defined in the Agency Lease).

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Company and the Agency formally covenant and agree as follows:

Section 1. Tax-Exempt Status of Facility

(a) Application. The Company shall complete, and the Agency shall endeavor to submit to be filed, an application for tax exemption pursuant to Section 412-a of the Real Property Tax Law, with respect to the Facility. Such application shall be submitted to the tax assessor of each of the various taxing entities having jurisdiction over the Facility, including without limitation, the County of Chautauqua, the City of Dunkirk and the Dunkirk City School District (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the "Taxing Entities" and individually, as a "Taxing Entity"). The Facility shall not be entitled to exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the taxable status date of such Taxing Entity occurring subsequent to the Agency becoming the holder of a leasehold estate in the Facility, the filing by the Agency of the appropriate applications for tax exemption, and the acceptance of such applications by the appropriate tax assessors (such date, the "PILOT Commencement Date").

(b) Reserved.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Agency Lease, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Facility, and the Company shall be required to pay the same as they become due on the Facility.

(d) Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Agency or the Company on the rents under the Agency Lease or the Company Lease or the occupancy of or any interest of the Agency or the Company in the Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any tax, assessment or charges shall be paid by the Company. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid directly by the Company and shall not be credited against nor affect in any manner any payment in lieu of general real estate taxes in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity.

Section 2. Payments.

(a) Tax Payments. Prior to the PILOT Commencement Date, the applicable real estate tax levies on the Facility shall be payable in full by the Company to the applicable Taxing Entity(ies).

(b) Pilot Payments. From the PILOT Commencement Date through and including the last day of the fifteenth (15th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "PILOT Term"), the Company shall make payments in lieu of general

real estate taxes to the Agency for the account and benefit of each Taxing Entity with respect to the Facility as follows (collectively, the "PILOT Payments"):

<u>PILOT Year</u>	<u>Annual PILOT Payment</u>
1	\$6,963
2	\$6,963
3	\$6,963
4	\$6,963
5	\$6,963
6	\$20,890
7	\$20,890
8	\$20,890
9	\$20,890
10	\$20,890
11	\$34,817
12	\$34,817
13	\$34,817
14	\$34,817
15	\$34,817

(c) Maximum Payment. Notwithstanding anything to the contrary herein, each PILOT Payment shall not exceed the amount the Company would pay under normal calculations for any tax year with respect to the Facility. Hence, if the general real estate tax (calculated as if the Company were the record owner of the Facility and the Agency held no interest therein, and the Facility was assessed at full value for purposes of taxation) otherwise due any Taxing Entity decreases due to a reduction in tax rates or otherwise below the PILOT Payments specified in Section 2(b) above, then the PILOT Payments due that Taxing Entity shall be decreased to equal the tax that would otherwise be due. If, however, a PILOT Payment has been so reduced, and the taxes that would otherwise be due subsequently increase, the PILOT Payment shall similarly increase, but not in excess of the amount specified in Section 2(b) above. Except as set forth in this paragraph, once the PILOT Payments are calculated in accordance with Section 2(b) above, such PILOT Payments shall not be reduced during the PILOT Term, regardless of any reduction in the underlying assessment for the Facility.

(d) Payments to Agency. All PILOT Payments shall be made by the Company directly to the Agency promptly upon receipt of billings from the Agency at the address set forth in such billings, or at such other address as the Agency may specify in writing to the Company. It is understood that the Agency shall receive the PILOT Payments in trust for each of the Taxing Entities, and the Agency shall forward such payments to each such Taxing Entity within thirty (30) days after receipt thereof. All PILOT Payments hereunder shall be allocated among the Taxing Entities in proportion to the amount of real property and other taxes and assessments that would have been received by each Taxing Entity had the Facility not been tax exempt due to the status of the Agency as of the Closing Date. This provision constitutes the formula for the

calculation of the amounts of the PILOT Payments for each Taxing Entity as required by Section 859-a(6) of the General Municipal Law.

(e) Due Dates; Interest; and Penalties. The Agency will bill the Company for the respective PILOT Payments as if the Facility was on the tax rolls at the time when taxes for each Taxing Entity are due. All payments are net if paid on or before the due dates listed below. If any PILOT Payment is not made on or before the due date, such payment shall be delinquent and the unpaid amount(s) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Entities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a late charge equal to five (5%) percent of the unpaid amount for the first month, and for each month, or part thereof, that the payment is delinquent beyond the first month, interest shall accrue to and be paid to the Taxing Entities on the total amount due plus an additional late charge equal to one (1%) percent per month of the total amount payable. The Company agrees to pay all such late charges, interest and penalties when due.

As of the date of this Agreement, the due dates for the PILOT Payment are as follows:

County Taxes:	January 30th
School Taxes:	September 30th

(f) Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the term of this Agreement, in the event that the Agency's interest in any portion of the Facility is sold or disposed of by the Agency, the transferees thereof will thereafter pay the real property taxes on the portion of the Land (including the existing improvements thereon) and the Building as may be located on the portion of the Land sold as may be required by applicable law.

(g) Sale; the Company's Obligation. In the event that the Agency terminates its interest in the Facility in accordance with the provisions of the Agency Lease, the Company's obligation for PILOT Payments shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for PILOT Payments shall cease, but the Agency shall take such steps with the purchaser other than the Company to assure that each of the Taxing Entities shall suffer no loss of revenue until the Facility can be placed back on the tax rolls and taxes levied and billed therefor.

(h) PILOT Payments after PILOT Term. From and after the Abatement Expiration Date, and until the Agency's interest in the Facility is conveyed to the Company pursuant to the terms of the Agency Lease and the Facility has been returned to the tax rolls as fully taxable property, the Company shall make PILOT Payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against or with respect to the Facility as if the Facility was owned by the Company and the Agency was not otherwise involved in the Project.

Section 3. Reserved.

Section 4. Effective Date; Duration of Agreement. This Agreement shall become effective upon the delivery of the Agency Lease and the Company Lease by the Company and the Agency and shall continue in effect until the earlier of (i) last day prior to the taxable status date following the final tax fiscal year of a Taxing Entity in which a PILOT Payment is payable pursuant to Section 2(b) above, or (ii) the date on which the Agency's interest in the Facility is terminated pursuant to the Agency Lease or this Agreement.

Section 5. Events of Default. The following shall constitute "Events of Default" under this Agreement:

- (a) failure by the Company to make any payment specified herein and the continuance of such failure for a period of ten (10) days following written notice from the Agency or any Taxing Entity;
- (b) failure by the Company to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days following written notice thereof by the Agency to the Company; and/or
- (c) default in the terms of any agreement entered into between the Agency and the Company (beyond any applicable grace period); provided, if a specific notice and cure period is not stated in such other agreement, then the notice and cure period shall be thirty (30) days following written notice by the Agency to the Company.

Upon the occurrence and continuance of an Event of Default hereunder, the Company shall be required to make payments in lieu of general real estate taxes levied by the Taxing Entities on the Facility (or those portions of the Facility then exempt) as if it were owned by the Company and the Agency held no interest therein, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the jurisdiction(s) in which the Facility is (or those portions of the Facility then exempt are) located.

Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments in default from the Company, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorney's fees and expenses) and interest at the rate specified in Section 2(e) above. In addition, the Agency shall have the right to terminate the Agency Lease and the Company Lease at any time.

The Agency, in enforcing payment by the Company of said amounts, may take whatever lawful action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises. The Company irrevocably agrees that any suit, action, or other legal proceeding arising out of this Agreement may be brought in the courts of record of the State of New York located in Chautauqua County, or the courts of the United States District Court for the Western District of New York, consents to the jurisdiction of each such court in any such suit, action, or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action, or proceeding in any of such courts.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the Agency. Further, no payment by the Company or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein, whether or not the Company makes such payments. The Company hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency from and against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments.

Section 6. Covenants by the Agency. The Agency covenants that, unless otherwise required by law, the Agency will not enact or adopt any laws, ordinances, rules, or regulations imposing any taxes, assessments, or other charges or payments on the Project or the Company's subleasehold interest or personal property therein, or its use or occupancy thereof or its gross receipts or income therefore, except as the Company and the Agency have herein agreed, or may agree from time to time in the future.

Section 7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given, if by delivery, when delivered and, if delivered by mail, on the second day following the day on which mailed by certified mail, postage prepaid, addressed as follows:

To the Agency: County of Chautauqua Industrial Development Agency  
201 West Third Street, Suite 115  
Jamestown, NY 14701  
Attention: Administrative Director

With a Copy to: Phillips Lytle LLP  
201 West Third Street, Suite 205  
Jamestown, NY 14701  
Attention: Milan K. Tyler, Esq.

To the Company: Refresco Beverages US, Inc.  
8112 Woodland Center Blvd.  
Tampa, FL 33614  
Attn: Legal and Real Estate Departments

With a copy to: Shutts & Bowen  
4301 West Boy Scout Boulevard  
Suite 300  
Tampa, FL 33607  
Attention: Lee Nelson

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

Section 8. Assignment of Agreement. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Company hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Agency Lease. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, their permitted assigns and the Taxing Entities.

Section 9. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Agency Lease and Company Lease executed between the parties hereto shall be separate and independent documents from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Agency Lease and the Company Lease shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in this Agreement and provided for in the Agency Lease and the Company Lease are the only considerations and terms for which the parties hereto have executed this Agreement.

Section 10. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency, the Company and any Taxing Entity which is affected by the amendment.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Prior Agreements: Counterparts. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Delivery of Agreement. The Agency shall deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution by the Agency as required pursuant to Section 858(15) of the General Municipal Law.

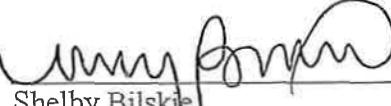
Section 14. Applicable Law. This Agreement shall be governed and construed under the internal laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of law.

Section 15. WAIVER OF JURY TRIAL. THE AGENCY AND THE COMPANY HEREBY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

COUNTY OF CHAUTAUQUA INDUSTRIAL  
DEVELOPMENT AGENCY

By: 

Shelby Bilskie  
Chief Financial Officer

REFRESCO BEVERAGES US, INC.

By: 

Shane Perkey  
Chief Financial Officer

[Signature Page to PILOT Agreement]

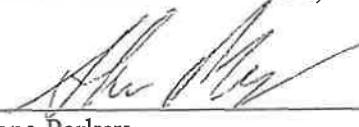
IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

Shelby Bilskie  
Chief Financial Officer

**REFRESCO BEVERAGES US, INC.**

By: 

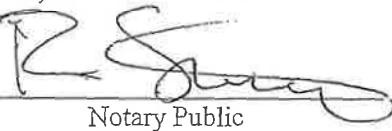
Shane Perkey  
Chief Financial Officer

[Signature Page to PILOT Agreement]

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

On the 25 day of April, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Shelby Bilskie, 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.

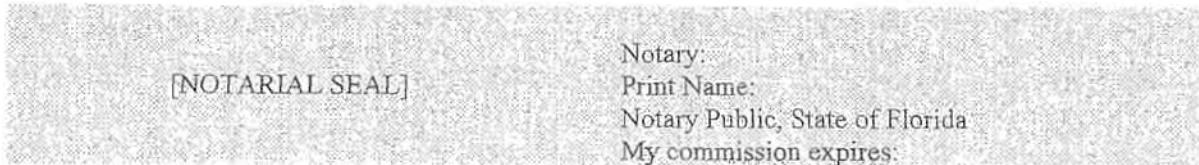
Rosemarie Strandburg  
Notary Public, State of New York  
Reg. No. 01ST0021819  
Qualified in Chautauqua County  
Commission Expires March 5, 2028



Notary Public

STATE OF FLORIDA )  
COUNTY OF ) ss.:  
 )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Shane Perkey, as Chief Financial Officer of REFRESCO BEVERAGES US, INC. on behalf of the company, who is personally known to me or produced \_\_\_\_\_ for identification.



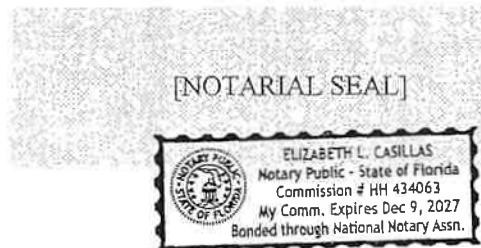
[Acknowledgment Page to PILOT Agreement]

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

On the \_\_\_\_ day of April, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Shelby Bilskie, 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.

Notary Public

STATE OF FLORIDA )  
COUNTY OF Hillsborough )  
 ) SS.:



Notary: Elizabeth L. Cacella  
Print Name: Elizabeth L. Cacella  
Notary Public, State of Florida  
My commission expires: Dec. 9, 2027

[Acknowledgment Page to PILOT Agreement]

## EXHIBIT A

### LAND

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Dunkirk, County of Chautauqua and State of New York, being part of Lots 12 and 18, Town 6 and Range 12 of the Holland Land Company's Survey and further bounded and described as follows:

BEGINNING at a point on the northwesterly line of Talcott Street on the easterly line of lands formerly of CONRAIL, said point located S37°26'W, as measured along the northwesterly line of Talcott Street, 557.7 feet ± from the northwesterly extension of the centerline of Lord Street; thence N45°49'00"W, along the said easterly line of lands formerly of CONRAIL, 137.50 feet to a point; thence northerly, on a curve to the right, 163.83 feet to a point, said curve having a radius of 247.04 feet and a chord N26°55'00"W, 160.84 feet; thence N08°01'00"W, and still along the said easterly line of lands formerly of CONRAIL, 40.97 feet to a point; thence northwesterly, and still along the said easterly line of lands formerly of CONRAIL, on a curve to the left, 95.42 feet to a point, said curve having a radius of 277.04 feet and a chord N17°51'19"W, 94.95 feet; thence N31°34'44"N, and still along the said easterly line of lands formerly of CONRAIL, 73.08 feet to an existing iron stake; thence northeasterly, and still along the said easterly line of lands formerly of CONRAIL, on a curve to the right, 147.53 feet to a point, said curve having a radius of 338.34 feet and a chord N23°20'30"E, 146.36 feet thence N35°50'00"E, and still along the said easterly line of lands formerly of CONRAIL, 114.56 feet to a point; thence northeasterly, and still along the said easterly line of lands formerly of CONRAIL, on a curve to the right, 80.51 feet to a point, said curve having a radius of 344.27 feet and a chord N42°32'0"E, 80.33 feet; thence N49°14'00"E, and still along the said easterly line of lands formerly of CONRAIL, 67.60 feet to a point; thence northeasterly, and still along the said easterly line of lands formerly of CONRAIL, on a curve to the left, 188.67 feet to a point, said curve having a radius of 374.27 feet and a chord N34°47'30"E, 186.68 feet; thence N20°21'00"E, and still along the said easterly line of lands formerly of CONRAIL, 72.40 feet to a point at a southwesterly corner of lands of Star Real Property LLC, as described in a deed recorded at the Chautauqua County Clerk's office in Liber 2505 of Deeds at page 360; thence S71°34'00"E, along a southerly line of said lands of Star Real Property LLC, 108.50 feet to an existing iron stake; thence S70°51'00"E, and still along the said southerly line of lands of Star Real Property LLC, 423.55 feet to an existing iron stake on the northwesterly line of Talcott Street; thence S37°26'00"W, along the northwesterly line of Talcott Street, 1021.30 feet to the point of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the City of Dunkirk, County of Chautauqua and State of New York, being part of Lot 12, Town 6 and Range 12 of the Holland Land Company's Survey and being part of Block No. 548 and 549 of the Doughty Map and further bounded and described as follows:

BEGINNING at an existing iron stake on the southeasterly line of Talcott Street, said existing iron stake located northeasterly, as measured along the southeasterly line of Talcott Street, 100.00 feet from a point at the intersection of the southeasterly line of Talcott Street with the northeasterly line of Lord Street; thence N37°28'17"E, along the southeasterly line of Talcott

Street, 133.02 feet to an existing iron stake; thence S52°23'14"E, 99.99 feet to an existing iron stake; thence N37°30'10"E, 33.00 feet to an existing iron stake; thence S52°33'53"E, 199.07 feet to an existing iron stake; thence S37°07'53"W, 166.26 feet to an existing iron stake; thence N52°27'39"W, 300.07 feet to the point of beginning.

EXHIBIT I

**INVOICE RIDER**  
(Complete and Attach to Invoice)

I, \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_

certify that I am a duly appointed agent of the County of Chautauqua Industrial Development Agency ("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 Agency Lease Agreement (Uniform Project Agreement), dated as of April 1, 2025, by and between the Agency and Refresco Beverages US, Inc.

Name of the Project: 2025 Refresco Beverages Project

Street address of the Project Site: 26 E. Talcott Street and E. Talcott Street  
Dunkirk, NY

IDA OSC project number: 0106-25-1

EXHIBIT J

**SALES TAX SUB-AGENCY AGREEMENT**

Effective as of [      ], 2025

NAME OF SUBCONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

Attn: [POINT OF CONTACT/RESPONSIBLE PARTY] \_\_\_\_\_

Re: County of Chautauqua Industrial Development Agency  
(2025 Fresco Beverages Project)

Ladies and Gentlemen:

The County of Chautauqua Industrial Development Agency (the "Agency"), Fresco Beverages US, Inc. (the "Company"), CONTRACTOR (the "Contractor"), and SUBCONTRACTOR (collectively, the "Sub-Agent") agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Chautauqua County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

2. Pursuant to a resolution adopted by the Agency on May 23, 2023 and January 28, 2025 (together, the "Authorizing Resolution") and an Agency Lease Agreement (Uniform Project Agreement), dated as of April 1, 2025 (as amended, modified, supplemented or restated, the "Agency Lease Agreement"), between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, renovate, install and equip a warehouse and distribution facility.

3. As sub-agent for the Agency, the Sub-Agent agrees that each contract, agreement, lease, invoice, bill or purchase order entered into by the Sub-Agent as sub-agent for

the Agency in connection with the acquisition, renovation, installation or equipping of the Project Facility shall include language in substantially the following form:

“This [contract, agreement, lease, invoice, bill or purchase order] is being entered into by [ ] (the “Agent”), as approved agent for and on behalf of the County of Chautauqua Industrial Development Agency (the “Agency”) in connection with a certain project (the “Project”) of the Agency for Fresco Beverages US, Inc. (the “Company”) consisting in part of the acquisition, renovation, installation and equipping of a warehouse and distribution facility located at 26 E. Talcott Street and E. Talcott Street, City of Dunkirk, County of Chautauqua, New York (the “Premises”) and the acquisition of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project. The capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for completion of the Project which are the subject of this [contract, agreement, lease, invoice, bill or purchase order] shall be exempt from the sales and use taxes levied by the State of New York and the County of Chautauqua if effected in accordance with the terms and conditions set forth in the attached Sales Tax Agency Agreement of the Agency, and the Agent hereby represents that this [contract, agreement, lease, invoice, bill or purchase order] is in compliance with the terms of the Sales Tax Agency Agreement. This [contract, agreement, lease, invoice, bill or purchase order] 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, agreement, lease, invoice, bill or purchase order], the [vendor, lessor, licensor, contractor or subcontractor] hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

4. The acquisition of capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project Facility (collectively, the “Property”) shall be exempt from sales and use taxes levied by the State of New York and the County of Chautauqua on the condition that (i) such items of Property are separately identifiable property of the Agency, and (ii) each item of Property shall have a useful life of one year or more, and shall solely be for the use of the Company at and in the Project Facility, and for no other entity and at no other location, and shall be effected by and at the sole cost of the Company, the Contractor or the Sub-Agent. The exemption provided pursuant to Section 8.11 of the Project Agreement shall not apply to the acquisition of: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1) year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor

vehicles, including any cars, trucks, vans or buses that are licensed by the Department of Motor Vehicles or other similar agency for use on public highways or streets.

5. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company, as agent for the Agency pursuant to Section 8.11 of the Project Agreement, or by the Sub-Agent, as sub-agent of the Agency pursuant to this Sales Tax Sub-Agency Agreement, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company, the Contractor and the Sub-Agent shall be the sole parties liable thereunder.

6. By execution of its acceptance of the terms of this Agreement, the Sub-Agent agrees to accept the terms hereof and represents and warrants to the Agency that the use of this Agreement by the Sub-Agent is and will be strictly for the purposes above stated.

7. Until the earliest of (i) [      ], 20[      ], (ii) the completion of the Project as provided in the Project Agreement, (iii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Project Agreement), which shall include purchases and leases hereunder by the Sub-Agent, and (iv) the termination of the Project Agreement and/or revocation of the appointment of the Company as agent of the Agency or of the Sub-Agent as sub-agent of the Agency (the earliest to occur of the foregoing, the "Termination Date"), all vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on a Form ST-123 (as defined in Paragraph 11 hereof) prepared by the Sub-Agent and issued to such vendor, lessor, licensor, contractor or subcontractor pursuant to Paragraph 11 hereof as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Sub-Agent, as sub-agent for the Agency, are exempt from all New York State and Chautauqua County sales and use taxes.

8. Any vendor, lessor, licensor, contractor or subcontractor that does not collect otherwise applicable sales or use tax in reliance upon this Agreement and the Form ST-123 issued by the Sub-Agent to such vendor, lessor, licensor, contractor or subcontractor, shall be deemed to have acknowledged and agreed to the provisions of Paragraph 3 hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with the Sub-Agent.

9. This Agreement and the Form ST-123 issued by the Sub-Agent to a vendor, lessor, licensor, contractor or subcontractor are provided solely for the purposes described herein and therein. No other principal/agent relationship is intended or may be implied or inferred from this Agreement or the issuance of such Form ST-123.

10. The exemption from sales and use taxes provided under the Project Agreement is granted subject to the requirements of Section 875 of the General Municipal Law, which requirements are incorporated herein by reference, and the Sub-Agent agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Sub-Agent agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a “Form ST-123”), to each vendor, lessor, licensor, contractor or subcontractor from which the Sub-Agent purchases and/or leases Property, or with which the Sub-Agent enters into an improvement or installation contract relating to the acquisition, renovation, installation and equipping of the Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Sub-Agent as sub-agent for the Agency pursuant to Section 8.11 of the Project Agreement, are exempt from all New York State and Chautauqua County sales and use taxes. The Sub-Agent agrees to provide the Agency a copy of each such Form ST-123 within ten (10) Business Days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

The signature of representatives of the Company, the Contractor and the Sub-Agent where indicated below will indicate that the Company, the Contractor and the Sub-Agent have accepted the terms hereof.

**COUNTY OF CHAUTAUQUA  
INDUSTRIAL DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED TO BY:

**REFRESCO BEVERAGES US, INC.**

By: \_\_\_\_\_  
Name:  
Title:

[**NAME OF CONTRACTOR**\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

[**NAME OF SUBCONTRACTOR**\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

Taxpayer ID Number: \_\_\_\_\_

EXHIBIT K

CERTIFICATION UNDER SECTION 224-a(8)(a)  
OF THE NEW YORK STATE LABOR LAW

I, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, HAVING BEEN DULY SWORN, DO DEPOSE AND SAY, UNDER PENALTY OF PERJURY, as follows:

1. The Company is the owner or developer of a project (the "Project") consisting of: [insert project description].
2. The Project [is][is not] a "covered project" within the meaning of Section 224-a of the New York State Labor Law and, therefore, [is][is not] subject to the provisions of Section 224-a of the New York State Labor Law.

Dated: \_\_\_\_\_, 20\_\_\_\_ [must be within 5 days of commencement of construction work]

---

[Name]  
[Title]

Sworn to before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

---

## EXHIBIT L

### STATEMENT OF DETERMINATION UNDER SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW

I, \_\_\_\_\_, as [\_\_\_\_\_] of the [\_\_\_\_\_] Industrial Development Agency (the "Agency"), DO HEREBY STATE, as follows:

1. The Agency is an industrial development agency duly established under Title One of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter \_\_\_\_\_ of the Laws of \_\_\_\_\_ the State of New York (collectively, the "Act") and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. In accordance with the Act, the Agency intends to undertake a project (the "Project") on behalf of [\_\_\_\_\_] (the "Company") consisting of the following: [insert project description]. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the [Agency Lease Agreement (Uniform Project Agreement)] dated as of [\_\_\_\_\_] 1, 20[\_\_\_\_\_] between the Agency and the Company (the "Agency Lease").

3. Pursuant to the requirements of Section 224-a(8)(d) of the New York State Labor Law, the Agency hereby identifies the nature and dollar value of the following "public funds" being provided by the Agency to the Company with respect to the Project (collectively, the "Public Funds"):

- a. Savings from mortgage recording tax exemptions in the maximum amount of \$ \_\_\_\_\_;
- b. Savings from sales and use tax exemptions in the maximum amount of \$ \_\_\_\_\_;
- c. Interest rate savings on tax-exempt and/or taxable obligations issued by the Agency with respect to the Project, which the Agency estimates to have a dollar value of \$ \_\_\_\_\_; and
- d. Savings from payments in lieu of real property taxes, which the Agency estimates to have a dollar value of \$ \_\_\_\_\_.

4. The following portions of the Public Funds are excluded under Section 224-a(3) of the New York State Labor Law for purposes of calculating the portion of "construction work done under contract which is paid for in whole or in part out of the public funds" (as such quoted term is used in Section 224-a(1) of the New York State Labor Law): \_\_\_\_\_.

5. THIS STATEMENT OF DETERMINATION IS BEING DELIVERED TO THE COMPANY PURSUANT TO SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW AND THE COMPANY IS HEREBY NOTIFIED OF ITS OBLIGATIONS UNDER SECTION 224-a(8)(a) OF THE NEW YORK LABOR LAW.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_\_].

---

[Name]  
[Title]

EXHIBIT I

**INVOICE RIDER**  
(Complete and Attach to Invoice)

I, \_\_\_\_\_, the  
\_\_\_\_\_  
of \_\_\_\_\_

certify that I am a duly appointed agent of the County of Chautauqua Industrial Development Agency ("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 Agency Lease Agreement (Uniform Project Agreement), dated as of April 1, 2025, by and between the Agency and Refresco Beverages US, Inc.

Name of the Project: 2025 Refresco Beverages Project

Street address of the Project Site: 26 E. Talcott Street and E. Talcott Street  
Dunkirk, NY

IDA OSC project number: 0106-25-1

EXHIBIT J

SALES TAX SUB-AGENCY AGREEMENT

Effective as of [      ], 2025

NAME OF SUBCONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

Attn: [POINT OF CONTACT/RESPONSIBLE PARTY] \_\_\_\_\_

Re: County of Chautauqua Industrial Development Agency  
(2025 Fresco Beverages Project)

Ladies and Gentlemen:

The County of Chautauqua Industrial Development Agency (the "Agency"), Fresco Beverages US, Inc. (the "Company"), CONTRACTOR (the "Contractor"), and SUBCONTRACTOR (collectively, the "Sub-Agent") agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Chautauqua County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

2. Pursuant to a resolution adopted by the Agency on May 23, 2023 and January 28, 2025 (together, the "Authorizing Resolution") and an Agency Lease Agreement (Uniform Project Agreement), dated as of April 1, 2025 (as amended, modified, supplemented or restated, the "Agency Lease Agreement"), between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, renovate, install and equip a warehouse and distribution facility.

3. As sub-agent for the Agency, the Sub-Agent agrees that each contract, agreement, lease, invoice, bill or purchase order entered into by the Sub-Agent as sub-agent for

the Agency in connection with the acquisition, renovation, installation or equipping of the Project Facility shall include language in substantially the following form:

“This [contract, agreement, lease, invoice, bill or purchase order] is being entered into by [ ] (the “Agent”), as approved agent for and on behalf of the County of Chautauqua Industrial Development Agency (the “Agency”) in connection with a certain project (the “Project”) of the Agency for Fresco Beverages US, Inc. (the “Company”) consisting in part of the acquisition, renovation, installation and equipping of a warehouse and distribution facility located at 26 E. Talcott Street and E. Talcott Street, City of Dunkirk, County of Chautauqua, New York (the “Premises”) and the acquisition of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project. The capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for completion of the Project which are the subject of this [contract, agreement, lease, invoice, bill or purchase order] shall be exempt from the sales and use taxes levied by the State of New York and the County of Chautauqua if effected in accordance with the terms and conditions set forth in the attached Sales Tax Agency Agreement of the Agency, and the Agent hereby represents that this [contract, agreement, lease, invoice, bill or purchase order] is in compliance with the terms of the Sales Tax Agency Agreement. This [contract, agreement, lease, invoice, bill or purchase order] 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, agreement, lease, invoice, bill or purchase order], the [vendor, lessor, licensor, contractor or subcontractor] hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

4. The acquisition of capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project Facility (collectively, the “Property”) shall be exempt from sales and use taxes levied by the State of New York and the County of Chautauqua on the condition that (i) such items of Property are separately identifiable property of the Agency, and (ii) each item of Property shall have a useful life of one year or more, and shall solely be for the use of the Company at and in the Project Facility, and for no other entity and at no other location, and shall be effected by and at the sole cost of the Company, the Contractor or the Sub-Agent. The exemption provided pursuant to Section 8.11 of the Project Agreement shall not apply to the acquisition of: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1) year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor

vehicles, including any cars, trucks, vans or buses that are licensed by the Department of Motor Vehicles or other similar agency for use on public highways or streets.

5. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company, as agent for the Agency pursuant to Section 8.11 of the Project Agreement, or by the Sub-Agent, as sub-agent of the Agency pursuant to this Sales Tax Sub-Agency Agreement, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company, the Contractor and the Sub-Agent shall be the sole parties liable thereunder.

6. By execution of its acceptance of the terms of this Agreement, the Sub-Agent agrees to accept the terms hereof and represents and warrants to the Agency that the use of this Agreement by the Sub-Agent is and will be strictly for the purposes above stated.

7. Until the earliest of (i) [      ], 20[      ], (ii) the completion of the Project as provided in the Project Agreement, (iii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Project Agreement), which shall include purchases and leases hereunder by the Sub-Agent, and (iv) the termination of the Project Agreement and/or revocation of the appointment of the Company as agent of the Agency or of the Sub-Agent as sub-agent of the Agency (the earliest to occur of the foregoing, the "Termination Date"), all vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on a Form ST-123 (as defined in Paragraph 11 hereof) prepared by the Sub-Agent and issued to such vendor, lessor, licensor, contractor or subcontractor pursuant to Paragraph 11 hereof as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Sub-Agent, as sub-agent for the Agency, are exempt from all New York State and Chautauqua County sales and use taxes.

8. Any vendor, lessor, licensor, contractor or subcontractor that does not collect otherwise applicable sales or use tax in reliance upon this Agreement and the Form ST-123 issued by the Sub-Agent to such vendor, lessor, licensor, contractor or subcontractor, shall be deemed to have acknowledged and agreed to the provisions of Paragraph 3 hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with the Sub-Agent.

9. This Agreement and the Form ST-123 issued by the Sub-Agent to a vendor, lessor, licensor, contractor or subcontractor are provided solely for the purposes described herein and therein. No other principal/agent relationship is intended or may be implied or inferred from this Agreement or the issuance of such Form ST-123.

10. The exemption from sales and use taxes provided under the Project Agreement is granted subject to the requirements of Section 875 of the General Municipal Law, which requirements are incorporated herein by reference, and the Sub-Agent agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Sub-Agent agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a “Form ST-123”), to each vendor, lessor, licensor, contractor or subcontractor from which the Sub-Agent purchases and/or leases Property, or with which the Sub-Agent enters into an improvement or installation contract relating to the acquisition, renovation, installation and equipping of the Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Sub-Agent as sub-agent for the Agency pursuant to Section 8.11 of the Project Agreement, are exempt from all New York State and Chautauqua County sales and use taxes. The Sub-Agent agrees to provide the Agency a copy of each such Form ST-123 within ten (10) Business Days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

The signature of representatives of the Company, the Contractor and the Sub-Agent where indicated below will indicate that the Company, the Contractor and the Sub-Agent have accepted the terms hereof.

**COUNTY OF CHAUTAUQUA  
INDUSTRIAL DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED TO BY:

**REFRESCO BEVERAGES US, INC.**

By: \_\_\_\_\_  
Name:  
Title:

[**NAME OF CONTRACTOR**\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

[**NAME OF SUBCONTRACTOR**\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

Taxpayer ID Number: \_\_\_\_\_

EXHIBIT K

CERTIFICATION UNDER SECTION 224-a(8)(a)  
OF THE NEW YORK STATE LABOR LAW

I, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, HAVING BEEN DULY SWORN, DO DEPOSE AND SAY, UNDER PENALTY OF PERJURY, as follows:

1. The Company is the owner or developer of a project (the "Project") consisting of: [insert project description].
2. The Project [is][is not] a "covered project" within the meaning of Section 224-a of the New York State Labor Law and, therefore, [is][is not] subject to the provisions of Section 224-a of the New York State Labor Law.

Dated: \_\_\_\_\_, 20\_\_\_\_ [must be within 5 days of commencement of construction work]

---

[Name]  
[Title]

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

EXHIBIT L

STATEMENT OF DETERMINATION UNDER  
SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW

I, \_\_\_\_\_, as \_\_\_\_\_ of the \_\_\_\_\_ Industrial Development Agency (the "Agency"), DO HEREBY STATE, as follows:

1. The Agency is an industrial development agency duly established under Title One of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter \_\_\_\_\_ of the Laws of \_\_\_\_\_ the State of New York (collectively, the "Act") and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. In accordance with the Act, the Agency intends to undertake a project (the "Project") on behalf of \_\_\_\_\_ (the "Company") consisting of the following: [insert project description]. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the [Agency Lease Agreement (Uniform Project Agreement)] dated as of \_\_\_\_\_ 1, 20\_\_\_\_ between the Agency and the Company (the "Agency Lease").

3. Pursuant to the requirements of Section 224-a(8)(d) of the New York State Labor Law, the Agency hereby identifies the nature and dollar value of the following "public funds" being provided by the Agency to the Company with respect to the Project (collectively, the "Public Funds"):

a. Savings from mortgage recording tax exemptions in the maximum amount of \$\_\_\_\_\_;

b. Savings from sales and use tax exemptions in the maximum amount of \$\_\_\_\_\_;

c. Interest rate savings on tax-exempt and/or taxable obligations issued by the Agency with respect to the Project, which the Agency estimates to have a dollar value of \$\_\_\_\_\_; and

d. Savings from payments in lieu of real property taxes, which the Agency estimates to have a dollar value of \$\_\_\_\_\_.

4. The following portions of the Public Funds are excluded under Section 224-a(3) of the New York State Labor Law for purposes of calculating the portion of "construction work done under contract which is paid for in whole or in part out of the public funds" (as such quoted term is used in Section 224-a(1) of the New York State Labor Law): \_\_\_\_\_.

5. THIS STATEMENT OF DETERMINATION IS BEING DELIVERED TO THE COMPANY PURSUANT TO SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW AND THE COMPANY IS HEREBY NOTIFIED OF ITS OBLIGATIONS UNDER SECTION 224-a(8)(a) OF THE NEW YORK LABOR LAW.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_\_].

---

[Name]  
[Title]