
COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY

AND

ACE HARDWARE CORPORATION

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF February 27, 2017

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED
AT 55 NORTHERN PINES ROAD IN THE TOWN OF WILTON,
SARATOGA COUNTY, NEW YORK.

UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of Feb. 27, 2017 (the "Uniform Agency Project Agreement") by and between COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at Saratoga County Municipal Center, Ballston Spa, New York 12020 (the "Agency") and ACE HARDWARE CORPORATION, a Delaware corporation having an address of 2200 Kensington Court, Oak Brook, Illinois 60523 (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 855 of the 1971 Laws of the State of New York, as amended, constituting Section 890-h of said General Municipal Law (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Company has requested that the Agency undertake a project (the "Project") consisting of (a) the acquisition of an interest in an approximately 9.20 acre parcel of land constituting a portion of tax map parcel 114.-2-60.1 and located at 55 Northern Pines Road in the Town of Wilton, New York (the "Land"), (2) the construction on the Land of an approximately 400,000 square foot addition (the "Addition") to an existing 800,000 square foot retail distribution center (the "Existing Facility") and (3) the acquisition and installation therein of certain machinery and equipment (the "Equipment" and together with the Land and the Addition, collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes and real property taxes, (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on May 11, 2015 (the "Public Hearing Resolution"), the Agency (A) (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on May 13, 2015 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be published on May 20, 2015 in The Saratogian, a newspaper of general circulation available to the residents of Town of Wilton, Saratoga County, New York, (C) conducted the Public Hearing on June 8, 2015 at 8:00 o'clock a.m., local time at the Wilton Town Hall located at 22 Traver Road in the Town of Wilton, Saratoga County, New York; and

WHEREAS, by further resolution adopted by the members of the Agency on October 19, 2015 as modified by resolution adopted on July 19, 2016 (collectively, the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement of even date herewith (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, as a result of proposed modifications to the Project, pursuant to the authorization contained in a resolution adopted by the members of the Agency on June 30, 2016 (the "Modified Public Hearing Resolution"), the Agency (A) (A) caused notice of a public hearing of the Agency (the "Modified Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on July 6, 2016 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be published on July 6, 2016 in The Saratogian, a newspaper of general circulation available to the residents of Town of Wilton, Saratoga County, New York, (C) conducted the Public Hearing on July 19, 2016 at 8:00 o'clock a.m., local time at the Wilton Town Hall located at 22 Traver Road in the Town of Wilton, Saratoga County, New York; and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company for a lease term ending on the earlier to occur of (1) December 31, 2027 or (2) the date on which the Lease Agreement is terminated pursuant to the optional termination provisions thereof; and

WHEREAS, the Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency of even date herewith (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); and (2) a bill of sale of even date herewith (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency will execute and deliver a payment in lieu of tax agreement of even date herewith (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property

tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency has executed, or will execute, and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency has filed or will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Affected Taxing Jurisdiction” shall have the meaning ascribed to such term in Section 854(16) of the Act.

“AER” is the Company’s Annual Status Report described in Section 3.02 (A) hereof.

“Application” means the application submitted by the Company to the Agency with respect to the Project, a copy of which is attached as Schedule A, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Benefit” shall mean the amount the Company saved by making payments in lieu of real property taxes pursuant to the Payment in Lieu of Tax Agreement in a particular year. For example, if the Company’s payment is equal to 75% of normal real property taxes, then the Company’s benefit for that year would be an amount equal to 25% of normal real property taxes.

“Completion Date” means the earlier to occur of (A) June 30, 2017 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Cure Period” shall mean the period ending June 30th of the year following the Shortfall.

“Employment Obligation” shall mean the number of FTEs specified in Section 3.02 (D) hereof for the applicable year.

“Employment Obligation Term” shall mean the period during which the Company is receiving a Benefit.

“Equipment” shall have the meaning set forth in the Lease Agreement.

“Facility” shall have the meaning set forth in the Lease Agreement.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes, and mortgage recording taxes as more particularly described in the Basic Documents.

“FTE” shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or such other number of hours per week (but not less than twenty-five (25) hours) as established by existing written policies of the Company, and whose workplace location is the Project Facility.

“Land” means an approximately 9.20 acre parcel of land constituting a portion of tax map parcel 114.-2-60.1-1 and located at 55 Northern Pines Road in the Town of Wilton, Saratoga County, New York.

“Lease Agreement” means the lease agreement of even date herewith by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Leasing Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement of even date herewith by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Per Employee Amount” shall mean an amount equal to the Benefit for the year of the Shortfall divided by the “Employment Obligation”.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” means, collectively, the Land, the Addition and the Equipment.

“Recapture Payment” means for the applicable year, an amount equal to the Per Employee Amount multiplied by the difference between the Employment Obligation and the number of FTEs shown on the AER.

“Shortfall” shall mean the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.

“Reduction Event” either (i) a closure of the Facility, (ii) a significant change in the use of the Facility and/or the business operations of the Applicant or (iii) significant employment reductions at the Facility which are (a) not representative of (i) such Applicant’s normal business cycles and/or (ii) local and natural economic conditions and (b) inconsistent with employment projections set forth in the Application.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall

be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. Each entity comprising the Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a corporation duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of incorporation, by laws and the laws of the State of Delaware to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its directors, the Company has duly authorized the execution, delivery and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency

Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

- (1) sales and use tax exemptions: \$1,483,973
- (2) a mortgage recording tax exemption: N/A-
- (3) a real property tax exemption: \$2,141,185

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (A) (1) the acquisition of an interest in an approximately 9.20 acre parcel of land constituting tax map parcel 114.-2-60.1 and located at 55 Northern Pines Road in the Town of Wilton, New York as more particularly described on Schedule "A" attached hereto (the "Land"), (2) the construction on the Land of an approximately 400,000 square foot addition (the "Addition") to an existing 800,000 square foot retail distribution center (the "Existing Facility") and (3) the acquisition and installation therein of certain machinery and equipment (the "Equipment") and together with the Land and the Addition, collectively, (the "Project Facility"), (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes and real property taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

(2) That the Project will furnish the following benefits to the residents of Saratoga County, New York (the "Public Benefits"): job creation and retention.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule B. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a table describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Annual. To file with the Agency, by January 10th of each year this Agreement is in effect, the AER in the form provided by the Agency detailing the number of full and part time positions and confirming that the Company has attained the Employment Level, as defined in Section 3.02 (D) hereof for the most recently concluded calendar year. Failure to report within thirty (30) days of such date shall constitute an Event of Default hereunder without the necessity of a notice from the Agency.

(B) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “JTPA Entities”): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective August 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(C) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who may be referred by the JTPA Entities.

(D) Employment Level. In the Application, the Company projected the following employment level (the “Employment Level”) during the term of the Uniform Agency Project Agreement, beginning following completion of the Project:

Year	FTE's (combined for Existing Facility and Addition)
1	317
2	321
3 and thereafter	327

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Uniform Agency Project Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

- (1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.
- (2) The occurrence of an "Event of Default" under any other Basic Document after giving effect to any applicable grace or cure periods.
- (3) Any material representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

- (1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.4 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or
- (2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility (The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or
- (3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. REDUCTION OF REAL PROPERTY TAX ABATEMENT. Upon the occurrence of a Reduction Event at any time during the term of the Lease Agreement, the real property tax abatements

described in the PILOT Agreement are subject to reduction as set forth below at the discretion of the Agency:

<u>PILOT YEAR</u>	<u>PERCENTAGE REDUCTION</u>
Year(s) 1 – 5	50% to 100%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

SECTION 4.04. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. The failure of the Company to satisfy the Employment Obligation in a particular year shall subject the Company to the obligation to make a Recapture Payment to the Agency, provided that the Company has not satisfied the Employment Obligation during the Cure Period. The Company shall be deemed to have failed to satisfy its Employment Obligation as of the beginning of the year subsequent to the year for which the Company files an AER if the total number of FTEs shown on such report for the applicable year is less than 80% of the applicable Employment Obligation for said year (Recapture Payments are only required if the Shortfall is more than 20% of the Employment Obligation).

(B) Shortfall Recapture Payments.

(i) If the Company shall be subject to a Recapture Payment, as contemplated in subsection (1) (A) above, then the Company shall pay to the Agency an amount equal to the Per Employee Amount multiplied by the difference between the Employment Obligation and the number of FTEs shown on the AER, in each instance for the applicable year. Any Recapture Payment shall be due and owing within thirty (30) days of the receipt by the Company of an invoice therefore from the Agency.

(ii) Notwithstanding any of the foregoing, a Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the Project Facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Shortfall Payment.

(iii) The Agency shall have the right to reduce any payments required, under this policy, in extraordinary circumstances, in its sole discretion. After the expiration of the Employment Obligation Term, the Company shall have no further Obligation with respect to the Employment Obligation and shall not be liable for any of the Recapture Payments described above.

(C) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of any Recapture Payments pursuant to this Section 4.04, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Affected Taxing Jurisdictions in proportion to the amounts which said Affected Taxing Jurisdictions would have received had not the Project Facility been acquired and owned by the Agency.

(D) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.04 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(E) Agency Review of Recapture Determination. If the Agency preliminarily determines that a Recapture Payment is due and owing, it shall give written notice of such determination to the Company. The Company shall have thirty (30) days from the date the written notice is deemed given to submit a

written response to the Agency's determination and to request a written and/or oral presentation to the Agency as to why the Company should not be obligated to remit the proposed Recapture Payment to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution confirming whether a Recapture Payment is due and owing.

SECTION 4.05. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.06. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an 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.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Uniform Agency Project Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until the termination of the Lease Agreement.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Ace Hardware Corporation
2200 Kensington Court
Oak Brook, Illinois 60523
Attention: James Falk

IF TO THE AGENCY:

County of Saratoga Industrial Development Agency
Saratoga County Municipal Center
50 West High Street
Ballston Spa, New York 12020
Attention: Chairman

WITH A COPY TO:

Snyder, Kiley, Toohey & Corbett LLP
P.O. Box 4367
160 West Avenue
Saratoga Springs, New York 12866
Attention: Michael J. Toohey, Esq.

(C) Change of Address. The Agency and 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 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

SECTION 5.11. JOINT AND SEVERAL LIABILITY. In the event that this Uniform Agency Project Agreement is executed by more than one entity comprising the Company, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each such entity, whether or not action is brought against any other person or whether or not any other person is joined in such action or actions.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

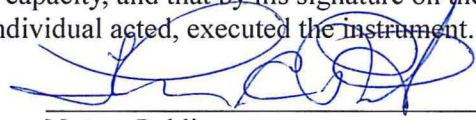
By: 
Rodney Sutton, Chairman

ACE HARDWARE CORPORATION

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
)SS.:
COUNTY OF SARATOGA)

On this 16th day of February, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rodney Sutton**, 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 on behalf of which the individual acted, executed the instrument.



Notary Public

STATE OF _____)
)SS.:
COUNTY OF _____)

THERESA C. PRIEST
Notary Public, State of New York
Washington County #01PR4921971
Commission Expires Feb. 28, 20 18

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Rodney Sutton, Chairman

ACE HARDWARE CORPORATION

By: Lori Bassmann
Name: LORI BOSSMANN
Title: EVP SUPPLY CHN & RTL SUPP

STATE OF NEW YORK)
)SS.:
COUNTY OF SARATOGA)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rodney Sutton**, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF Illinois)
)SS.:
COUNTY OF Dupage)

On this 27th day of February, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lori Bassmann, 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 on behalf of which the individual acted, executed the instrument.

Jonice Parnell

Notary Public



SCHEDULE A

APPLICATION

233 094



COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the County of Saratoga Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. Fill in all blanks, using "none" or "not applicable" where appropriate. If an estimate is given, put "est" after the figure. If more space is needed to answer any specific question, attach a separate sheet. This application is subject to acceptance by the Agency.

THIS APPLICATION RESPECTFULLY STATES:

APPLICANT: Ace Hardware Corporation

APPLICANT'S ADDRESS: 2200 Kensington Court

CITY: Oak Brook STATE: IL ZIP CODE: 60523

PHONE NUMBER: 630-990-6600

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION:

Jim Falk, Director of LP & Property Administration

IF APPLICANT REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF ATTORNEY: _____

ATTORNEY'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

PROPOSED BORROWER OF PROJECT (HEREINAFTER, THE "COMPANY")

COMPANY NAME: Ace Hardware Corporation

PRESENT MAILING ADDRESS: 2200 Kensington Court

CITY: Oak Brook STATE: IL ZIP CODE: 60523

EMPLOYER'S ID NO.: 36-0700810

If the company differs from the applicant, give details of relationship:

INDICATE TYPE OF BUSINESS ORGANIZATION OF COMPANY:

- ☒ Corporation (If so, incorporated in what country? United States What state? Delaware
Date incorporated? 06/16/64 Type of corporation? Cooperative
Authorized to do business in New York? ☒ Yes ☐ No).
- ☐ Limited Liability Company.
- ☐ Partnership (If so, indicate type of partnership _____ number of general partners _____ number of limited partners _____).
- ☐ Not for profit corporation.
- ☐ Sole proprietorship.

IS THE COMPANY A SUBSIDIARY OR DIRECT AFFILIATE OF ANY OTHER ORGANIZATION(S)? IF SO, INDICATE THE NAME OF RELATED ORGANIZATION(S) AND RELATIONSHIP.

NO

CURRENT OPERATIONS:

What is the present location of those company operations which will be performed in a newly sited facility in Saratoga County?

55 Northern Pines Rd., Gansevoort, NY 12831

Number of years (and dates that the company has been located at and operated in its present location: 18 years, established in 1997

Is the current facility leased or owned? Owned

Are there presently or have there been, tax abatements associated with the current facility? ☒ Yes ☐ No

Type of abatement(s): Real Estate Tax & Sales Tax

Provided for what time period: Real Estate Tax 1997-2006; Sales Tax on initial construction in 1997 only

Has the company (at its current, prior, or other locations) been party to a tax certiorari proceeding against a

Explain: NO

Will the current facility be closed, abandoned, or continue to operate? Continue to operate

DATA REGARDING PROPOSED PROJECT

SUMMARY: (Please attach a brief narrative description of the project.)

LOCATION OF PROPOSED PROJECT:

1. Tax Map Section, Block and Lot Number: 114.-2-60.1
2. Street Address: 55 Northern Pines Rd
3. Village/Town/City of: Gansevoort
4. School District of: South Glen Falls

PROJECT SITE (LAND):

1. Approximate size (in acres or square feet) of project site: 400,000
Attach map, survey or sketch of project site.
2. Are there existing buildings on project site? ☒ Yes ☐ No (If yes, indicate number and approximate size [in square feet] of each existing building): 800,000 SF
3. Existing real property tax assessment of project site from most recent tax roll: \$697,848
4. Are existing buildings being used? ☒ Yes ☐ No (If yes, describe present use of existing buildings) Existing building at 55 Northern Pines Rd is a fully operational retail distribution center.

 - a. Are existing buildings abandoned? ☐ Yes ☒ No
 - b. About to be abandoned? ☐ Yes ☒ No Attach photograph of present buildings.
5. Utilities serving project site:
 - a. Water Municipal: Wilton
Other (Describe): _____
 - b. Sewer – Municipal: Saratoga County, NY
Other (Describe): _____
 - c. Electric – Utility: National Grid
Other (Describe): _____
 - d. Heat – Utility: National Grid
Other (Describe): _____
 - e. Gas – Utility: National Grid
Other (describe): _____
6. Are there public infrastructure improvements required or proposed? ☒ Yes ☐ No
If yes, describe: There is an existing swale/drain issue that needs to be fixed on the property along with site preparation costs estimated at +\$150K that will be incurred.
7. Present legal owner of project site: Ace Hardware Corporation
If Company owns project site; indicate date of purchase: 1997 purchase price: \$26,825,000

If Company not owner, does Company have option to purchase? ☐ Yes ☒ No (If yes, indicate date option signed with owner: _____ purchase price under option: \$ _____ date option expires: (_____)).

If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? ☐ Yes ☒ No (If yes, describe in detail on separate attachment).

If any, describe what is or what will be the business relationship between the property owner, the building owner (if different than the property owner), and the Company: N/A

8. Zoning district in which project site located: II
9. Local zoning or planning approvals required for project (identify type of approval, reviewing agency and status): Light industrial/warehouse - SITE PLAN BY TOWN PLANNING BOARD
10. Is subdivision approval required? ☐ Yes ☒ No

BUILDINGS:

Does part of the project consist of a new building or buildings? ☐ Yes ☒ No (If yes, indicate number and size of new buildings.)
_____ SF _____ SF

Does part of the project consist of additions to and/or renovations of existing buildings? ☒ Yes ☐ No (If yes, indicate nature of expansion and/or renovation.): Ace Hardware is looking to potentially expand 400,000 sq. ft. to their existing facility in Wilton, NY.

Provide an estimate of added value assessment attributable to new construction, additions or renovation. \$18M in construction + \$8M in machine and equipment

Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed or expanded. Ace Hardware is considering expanding its retail distribution center in Wilton, NY in support of adding capacity.

CONSTRUCTION STATUS:

Has construction work on this project begun? ☐ Yes ☒ No

If yes, please discuss in detail the extent of construction and the approximate amount of construction completed. Indicate in your answer whether such specific steps have been completed as site clearing and preparation, completion of foundations, installation of footings, etc. _____

Please indicate amount of funds expended on this project by the Company in the past three (3) years and the purposes of such expenditures. _____

EMPLOYMENT IMPACT

Indicate below the number of people presently employed at the site of the project and the number that will be employed at the site at the end of the first and second years after the project has been completed. (Do not include construction workers.)

		TYPE OF EMPLOYMENT			
		Professional Managerial Technical	Skilled	Unskilled or Semi – Skilled	Totals
PRESENT:	Full Time	30	35	243	308 (2015)
	Part Time				
	Seasonal				
FIRST YEAR:	Full Time	31	36	250	317 (2017)
	Part Time				
	Seasonal				
SECOND YEAR:	Full Time	32	37	253	322 (2018)
	Part Time				
	Seasonal				

1. Indicate number of construction jobs expected to be generated by the project and the expected duration of such jobs.
Number of jobs 100 Length of employment 10 months
2. Will the completion of this project result in the removal or abandonment of another facility or plant which is owned by the Company or result in the removal of a project occupant, either of which is presently located in another area of the State of New York? ☐ Yes ☒ No
3. If yes, is the project reasonably necessary to preserve the Company or project occupant's competitive position in its industry? ☐ Yes ☒ No
4. Is the project reasonably necessary to discourage the Company or the project occupant from removing such other plant or facility to a location outside the State of New York? ☐ Yes ☒ No
5. If yes, furnish details in separate attachment.

SALARIES/WAGES/BENEFITS

	<u>ANNUAL SALARY</u>	<u>HOURLY WAGES</u>
Professional		
Managerial	Supervisor – 52,508	
Technical	Clerical – 33,572	
Skilled		
Unskilled or Semi-Skilled	Material Handlers - \$28,141	

Total Annual Payroll Year 1 (est.): \$ \$142,586

*Please indicate benefits provided employees: i.e. medical, dental retirement, other.

PTO benefits, 401K plan, Medical, Dental, Vision & Life

*Please provide the following additional information for the Agency's annual report:

- Average estimated annual salary of jobs to be created: \$Year 1 =28,517 Average over 5 Years =\$30,741
- Annualized salary range of jobs to be created: \$ 28,141 (Yr 1-5 average) to \$ 52,508 (Yr 1-5 average)
- Average estimated annual salary of jobs to be retained: \$ 46,100

PROJECT BENEFITS

*Ace Hardware's potential expansion will result in 25 new jobs being created over the course of 5 years. In addition, 292 current jobs will be retained along with the project. Ace Hardware's retail distribution center has been a staple in the Wilton community since 1997 and we are looking forward to a long-term partnership with the community with the support of the proposed expansion.

PROJECT COST

State the costs reasonably necessary for the acquisition of the site and the construction of the proposed project together with the cost of any machinery and equipment necessary or convenient in connection therewith, including any utilities, access roads or appurtenant facilities, using the following categories:

<u>DESCRIPTION OF COST</u>	<u>AMOUNT</u>
Land	\$
Building costs	\$ 18,000,000
Machinery and Equipment costs	\$ 8,000,000
Utilities, Roads, and Appurtenant costs	\$
Architects and Engineering Fees	\$
Costs of Bond Issue (legal, financial and printing)	\$
Construction Loan Fees and Interest (if applicable)	\$
Other (specify)	\$ 1,535,000

Other

Swale/drainage issue - \$150K
 Building seals - \$335K
 LED lighting upgrade - \$750K
 HVAC replacement - \$250K
 Pavement Seal - \$50K

TOTAL PROJECT COST \$ 27,535,000

Have any of the above expenditures already been made by applicant? ☐ Yes ☒ No (If yes, indicate particulars.)

Amount of loan requested: \$ Maturity requested: years.

Check one: Taxable bonds ☐ Tax-exempt bonds ☐
 Conventional mortgage ☐ Company note ☐

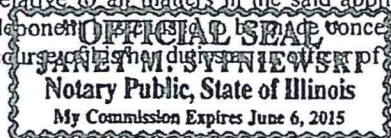
* SALE/LEASE BACK TRANSACTION

NOTE: APPLICANT MUST COMPLETE APPROPRIATE VERIFICATION BELOW AND MUST SIGN AND ACKNOWLEDGE BEFORE A NOTARY PUBLIC THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 12. ALL SIGNATURES SHALL HAVE BEEN AUTHORIZED BY THE APPLICANT'S BOARD OF DIRECTORS OR MEMBERS.

VERIFICATION
(If Applicant is Corporation)

STATE OF Illinois)
) ss.:
COUNTY OF Du Page)

Lori Bossmann, deposes and says that he/she is the EVP, Supply Chain & Retail Support of Ace Hardware Corporation, the corporation named in the attached application; that he/she has read the foregoing application and knows the contents thereof; that the same is true and complete and accurate to the best of his/her knowledge. Deponent further says that the reason this verification is made by the deponent and not by is because said company is a corporation. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his/her duties as an officer of and from the books and papers of said corporation.



Lori Bossmann
EVP, Supply Chain & Retail Support

Sworn to before me this

30th day of April, 2015

Janet M. Syniowski

Notary Public

VERIFICATION
(If Applicant is a Limited Liability Company)

STATE OF)
) ss.:
COUNTY OF)

_____, deposes and says that he/she is the _____ of _____, the corporation named in the attached application; that he/she has read the foregoing application and knows the contents thereof; that the same is true and complete and accurate to the best of his/her knowledge. Deponent further says that the reason this verification is made by the deponent and not by _____ is because said company is a corporation. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his/her duties as an officer of and from the books and papers of said corporation.

Chief Officer of Company Submitting

Sworn to before me this

_____ day of _____, _____

Notary Public

(If Applicant is Sole Proprietor)

_____, deposes and says that he/she has read the foregoing application and knows the contents thereof; that the same is true and complete and accurate to the best of his/her knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application.

Notary Public

(If Applicant is Partnership)

_____, deposes and says that he/she is one of the members of the firm of _____, the partnership named in the attached application; that he/she has read the foregoing application and knows the contents thereof; that the same is true and complete and accurate to the best of his/her knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his/her duties as a member of and from the books and papers of said partnership

Notary Public

NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE FOLLOWING HOLD HARMLESS AGREEMENT IS SIGNED BY THE APPLICANT.

HOLD HARMLESS AGREEMENT

Applicant hereby releases the County of Saratoga Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the Project described therein or the issue of bonds requested thereof are favorably acted upon by the Agency, and (ii) the Agency's financing of the Project described herein; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, upon presentation of an invoice itemizing the same, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees.

Lori Bossmann
Applicant

Applicant

By: Lori Bossmann
EVP, Supply Chain & Retail Support

By:

Sworn to before me this

30 day of April, 2015

Janet M. Sypniewski
Notary Public



ATTACHMENT "B"

EMPLOYMENT REPORTING AGREEMENT AND PLAN

In consideration of the extension of financial assistance by COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY, _____ (Project Beneficiary), agrees to cause any new employment opportunities created in connection with projects financed by the proceeds of such obligations to be listed with the New York State Department of Labor Community Services Division and with the Saratoga County Dept. of Employment & Training. _____

_____ (Project Beneficiary) also agrees to report to the County of Saratoga Industrial Development Agency on or before January 10 of each year on the status of employment plans filed with the Department of Economic Development, including the number of new employment opportunities created, the number listed and the number filled. _____ (Project Beneficiary) further agrees, subject to the requirements of any existing collective bargaining agreement, to first consider for new employment opportunities those persons eligible for service under the Job Training Partnership Act.

DATED: 4-30-15



Name of Applicant

By: Lori Bossmann

Its: EVP, Supply Chain & Retail Support

EMPLOYMENT PLAN STATUS REPORT

(To Be Filed by January 10, of each year)

COMPANY NAME: Ace Hardware Corporation

ADDRESS: 2200 Kensington Court, Oakbrook, IL 60523

TYPE OF BUSINESS: Corporation

CONTACT PERSON: Jim Falk,

TELEPHONE NUMBER: (630) 990-2702

[illegible]

(1) With local Jobs Service Division and local service delivery office created pursuant to the Job Training Partnership Act.

*Only needs to be filled out for purposes of compliance starting 1st year of project.

PROJECTED EMPLOYMENT PLAN

COMPANY: Ace Hardware Corporation

ADDRESS: 2200 Kensington Court, Oakbrook, IL 60523

TYPE OF BUSINESS: Corporation

CONTACT PERSON: Jim Falk

TELEPHONE NUMBER: (630) 990-2702

Please complete the following chart describing your projected employment plan following receipt of financing.

Current and Planned Full Time Occupations in Company	Current Number Full Time Jobs Per Occupation (2015)	Estimated Number of Full Time Jobs After Completion of the Project		
		1 Year (2017)	2 Year (2018)	3 Year (2019)
Technical/Clerical	308	317	321	327
Admin./Manager			1	
Total		317	322	327
*Note the FT jobs for the current year are for 2015, Year 1 = 2017 due to when project starts				

Please indicate the estimated hiring dates for the new jobs shown above and any special recruitment or training that will be required.

Are the employees of your firm currently covered by a collective bargaining agreement? Yes ☐ No ☒

If Yes, provide Trade's Name and Local Number: _____

Prepared by: _____

Title: _____

Signature: _____

ATTACHMENT "C"

Report to Agency added 09/14/09
Abatement requires Cert.05/14/12
Recapture language in bold 08/12/13

SALES TAX REPORTING AGREEMENT

Upon being designated as an agent of the County of Saratoga Industrial Development Agency in conjunction with the issuance of Industrial Revenue Bonds or the provision of other forms of financial assistance by the Agency, _____

(Project Beneficiary) agrees to annually file a statement with the New York State Department of Taxation and Finance on a form and in such manner as is prescribed by the Commissioner, describing the value of all sales tax exemptions claimed by _____ (Project Beneficiary) as agent for the County of Saratoga Industrial Development Agency, including but not limited to, consultants and subcontractors. The _____

(Project Beneficiary) recognizes that failure to file such statement will result in its removal of authority to act as an agent of the Agency. _____ (Project Beneficiary) further agrees that it will provide the Agency a

report of all sales tax abated during any applicable calendar year. Such report shall include the name, city and state of any company providing materials or a service which was subject to New York State and local sales tax; a description of the materials purchased or service provided the cost of those materials or services and the amount of sales tax abated in each case. The report shall be submitted by the last day in February following the close of the calendar year in which sales tax abatement occurred. The Company acknowledges and agrees to the extent it (i) utilizes the exemption from New York State and local sales and use tax in a manner inconsistent with the intent of this application and/or (ii) attempts to obtain an exemption from New York State and/or local sales and/or use tax which exceeds the scope of the exemption provided in this application it will be subject to a recapture of such inconsistent or excessive exemption benefits by the Agency in accordance with the provisions of Section 875 of the General Municipal Law of the State, the provisions of which are hereby incorporated herein by reference. The Company agrees to cooperate with the efforts of the Agency to recapture such inconsistent or excessive exemption benefits and shall pay said amounts to the Agency or the State of New York as required and any failure to do so shall constitute an Event of Default.

 4-30-15
Signature Date

EVP, Supply Chain & Retail Support
Title

NOTE: Abatement of NYS Sales Tax on eligible purchases of goods and services by approved companies is subject to the issuance of a valid sales tax exemption certificate by the Agency.

ATTACHMENT "D"

PROJECT SUMMARY SHEET

Project Applicant: Ace Hardware Corporation

Location (Tax Parcel #): 114.-2-60.1

Total Project Cost: \$27,535,000 Bonds: \$ Conventional Mortgage: \$

Company Note: \$

Job Created or Retained: Year 1: 312 -R Year 2: 317 -R

Year 1: 5 -C Year 2: 5 -C

Annual Payroll: \$ Yr 1 = \$142,586.42, Average over 5 Years = \$457,410 (only new jobs included in calculation)

NYS Sales Tax: Estimated Amount of Exemption: \$SEDG calculation TBD

NYS Mortgage Tax: Estimated Amount of Exemption: \$

Estimated Property Taxes on the Current Assessment of: \$18,000,000

* Normal: TBD Annually

* Normal: TBD Total Term

* PILOT: TBD Annually

* PILOT: TBD Total Term

* SEE ATTACHED SPREADSHEETS

ATTACHMENT "E"

LABOR POLICY

**Saratoga County Industrial Development Agency
Declaration of Motivation
For the Employment of Local Tradespeople
During the Construction Phase of IDA-Benefited Projects**

The County of Saratoga Industrial Development Agency (IDA), formed pursuant to Section 856 of the New York State Industrial Development Act (the "Act"), was created for the purpose of promoting employment opportunities for and the general prosperity and economic welfare of Saratoga County residents. The IDA is authorized by Section 858 of the Act to enter into agreements requiring payments in lieu of taxes ("PILOT Agreements") with private companies in order to facilitate the location or the expansion of their businesses in Saratoga County. A PILOT Agreement essentially extends, either in whole or in part, an IDA's exemption from real property and other taxes to private companies participating in IDA programs.

Construction jobs, although limited in time duration, are vital to the overall employment opportunities within Saratoga County since construction wages earned by local residents are reinvested in the local economy, adding greatly to its vitality. It is the IDA's strong conviction that companies benefiting from its programs should employ New York State residents during the construction phase of projects. Only in that way can the public benefits accruing from the IDA's efforts be maximally distributed to the residents and taxpayers of Saratoga County. It is, therefore, the request of the IDA that firms benefiting from its programs be fully cognizant of the IDA's mission to promote employment opportunities during all project phases, including the construction phase.

The IDA hereby declares its right to request companies benefiting from its programs to engage Saratoga County residents in and during the project construction phase through the addition of an amendment to the IDA project application requiring applicants, prior to and during the construction phase of the development project, to:

1. Identify the name, title, mailing address, phone/FAX/E-Mail of the project contact person who will be responsible and accountable for providing information about the bidding for and awarding of future construction contracts relative to the application and project.
2. Describe, in the best way possible, the nature of construction jobs created by the project. The description should provide as much detail as possible, including the number, type and duration of construction positions.
3. Submit to the IDA a "Construction Completion Report" listing the names and business locations of prime contractors, subcontractors and vendors who have been engaged for the construction phase of the project by companies benefiting from IDA programs.

In turn the IDA will:

1. Post all applications approved for a public hearing to its web site (www.saratogacountyida.org) within two business days of such authorization.
2. Following the public hearing and after Agency approval has been granted for an inducement resolution, the website will be promptly updated for all current data.
3. Reserve the right to modify and/or rescind benefits granted to any company under the IDA's Uniform Tax Exemption Policy for the failure to comply with any of the provision listed herein.

CONSTRUCTION EMPLOYMENT AGREEMENT

Recognizing the mission of the Industrial Development Agency of Saratoga County (IDA) to promote construction employment opportunities for residents of Saratoga County and in consideration of the extension of financial assistance by the IDA,

_____ (Project Beneficiary) understands that it is the Agency's policy that benefiting companies should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. _____ (Project Beneficiary) also agrees to provide an estimate of the number, type and duration of construction jobs to be created through IDA financial assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon project completion _____ (Project Beneficiary) shall, if requested by the Agency, submit to the IDA a Construction Completion Report in which is identified names and business addresses of the prime contractor, sub-contractors and vendors engaged in the construction of the facility.

Company: Ace Hardware Corporation

Company Representative for Contract Bids and Awards:

Dirk De Young

Mailing Address: 2200 Kensington Ct

Oak Brook, Illinois 60523

Phone: 630-990-6764 Fax: _____

Email: deyoun@acehardware.com

General Contractor, if determined

Company: _____

Representative: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

Construction start date is estimated to be April 2016 with occupancy to be taken on December 2016.

Construction Phase or Process	Duration of Construction Phase	# to be Employed

Construction Phase or Process	Duration of Construction Phase	# to be Employed

Dated _____

Lori Bossmann

Name of Applicant

Lori Bossmann

Signed

EVP, Supply Chain & Retail Support

Company Position

PRELIMINARY

Warehouse 10 Year PILOT

WAREHOUSE - 10 YEAR PILOT					
YEAR	FULL VALUE ASSESSMENT	FULL VALUE TAXES PAID	PILOT ASSESSMENT	PILOT PAID	TOTAL TAXES SAVED
1	\$18,000,000	\$329,413	\$0	\$0	\$329,413
2	\$18,000,000	\$329,413	0	0	329,413
3	\$18,000,000	\$329,413	0	0	329,413
4	\$18,000,000	\$329,413	0	0	329,413
5	\$18,000,000	\$329,413	0	0	329,413
6	\$18,000,000	\$329,413	9,000,000	164,706	164,707
7	\$18,000,000	\$329,413	10,800,000	197,648	131,765
8	\$18,000,000	\$329,413	12,600,000	230,589	98,824
9	\$18,000,000	\$329,413	14,400,000	263,530	65,883
10	\$18,000,000	\$329,413	16,200,000	296,472	32,941
Totals	N/A	\$3,294,130	N/A	\$1,152,945	\$2,141,185
Total Pilot Paid		\$1,152,945	Mort. Rec. Tax	\$0	Total
Total Abatement		\$2,141,185	Sales Tax	\$1,190,000	Savings
			Property Tax	\$2,141,185	\$3,331,185.00
			Application Fee	\$500	
			Bond Counsel Fee	\$15,000	Total
			IDA Counsel Fee	\$7,500	Costs
			IDA Fee	\$140,000	\$163,000.00
Present Assessed Value of property (Land Only)		\$24,469,372	Bottom Line Savings		\$3,168,185.00
Present Annual Taxes (Land Only)		\$447,807	TEN YEAR TAXES		
			\$4,478,071		
PRELIMINARY					

Page 2



Saratoga Economic
Development Corporation



SCHEDULE B
COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY

AND

ACE HARDWARE CORPORATION

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF February 27, 2017

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of February 27, 2017 (the "Agreement") by and between the COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having its office at the Saratoga County Municipal Center, 50 West High Street, Ballston Spa, New York 12020 (the "Agency"), and ACE HARDWARE CORPORATION, a Delaware corporation having an address of 2200 Kensington Court, Oak Brook, Illinois 60523 (the "Company");

WITNESSETH:

WHEREAS, the New York State Industrial Development Agency Act, being Title I of Article 18-A of the General Municipal Law, 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 for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any buildings or other improvements, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for, among other things, manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its facilities; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 855 of the Laws of 1971 of the State of New York, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and improve their standard of living; and

WHEREAS, the Agency, by resolution adopted October 19, 2015 as modified by resolution adopted on July 19, 2016, resolved to undertake a project consisting of (A) (1) the acquisition of an interest in an approximately 9.2 acre parcel of land constituting a portion of tax map parcel 114.-2-60.1 and located at 55 Northern Pines Road in the Town of Wilton, New York as more particularly described on Schedule "A" attached hereto (the "Land"), (2) the construction on the Land of an approximately 400,000 square foot addition (the "Addition") to an existing 800,000 square foot retail distribution center (the "Existing Facility") and (3) the acquisition and installation therein of certain machinery and equipment (the "Equipment" and together with the Land and the Addition, collectively, the "Project Facility"), (B) the lease (with the obligation to purchase) or the sale of the Project Facility to the Company or such other person as may be designated by the company and agreed upon by the Agency and (C) the granting of "Financial Assistance" (as defined in the Act) with respect thereto in the form of exemptions from state and local sales tax and real property taxes; and

WHEREAS, the Agency will lease the Project Facility to the Company pursuant to the terms of a lease agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease Agreement") by and between the Agency and the Company; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is not required to pay taxes or assessments upon any of the property acquired by it or under its jurisdiction, supervision or control or upon its activities; and

WHEREAS, pursuant to the provision of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of real estate taxes with respect to the Project Facility in the amounts and in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITION OF TERMS. All words and terms used herein and not otherwise defined herein shall have the meanings assigned to such words and terms in the Lease Agreement.

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS AND WARRANTIES OF COMPANY. The Company represents and warrants that:

(A) Power: The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to conduct business in the State of New York, have the power to enter into this Agreement and to carry out its obligations hereunder and by proper action of its directors has authorized the execution, delivery and performance of this Agreement.

(B) Authorization: Neither the execution and delivery of this Agreement, the consummation by the Company of the transactions contemplated hereby nor the fulfillment by the Company of or compliance by the Company with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of the articles of incorporation or by laws of the Company, or any order, judgment, 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.

(C) Governmental Consent: To the knowledge of the Company no consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition precedent to the execution, delivery or performance of this Agreement by the Company or as a condition precedent to the consummation by the Company of the transactions contemplated hereby.

SECTION 1.02. REPRESENTATIONS AND WARRANTIES OF THE AGENCY. The Agency represents and warrants that:

(A) Power: The Agency is duly established under the provisions of the Act and has the power to enter into this Agreement and to carry out its obligations hereunder. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Agreement.

(B) Authorization: Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby by the Agency nor the fulfillment by the Agency or compliance by the Agency with the provisions of this Agreement will conflict with or result in a breach by the Agency of any

of the terms, conditions or provisions of the Act, the by-laws of the Agency, or any order, judgment, restriction, agreement or instrument to which the Agency is a party or by which it is bound, or will constitute a default by the Agency under any of the foregoing.

(C) Governmental Consent: To the knowledge of the Agency no consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Agency is required as a condition precedent to the execution, delivery or performance of this Agreement by the Agency or as a condition precedent to the consummation by the Agency of the transactions contemplated hereby.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF PROJECT FACILITY.

(A) Assessment of Project Facility: Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto acknowledge that, upon acquisition of the Project Facility by the Agency, and for so long thereafter as the Agency shall own the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of title to the Project Facility. The Company shall promptly, following acquisition by the Agency of title to the Project Facility, cooperate to ensure that the Project Facility is assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, and for so long thereafter as the Agency shall own the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The Agency will cooperate with the Company and will take all action as may be necessary (subject to the provisions of Section 3.01 hereof) to preserve the tax exempt status of the Project Facility. The parties hereto acknowledge that the Project Facility shall not be entitled to such exempt status on the tax rolls of any Taxing Entity until the assessment roll corresponding to the Taxable Status Date of March 1, 2017 is prepared and filed. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay to the appropriate Taxing Entity all taxes and assessments lawfully levied and/or assessed by the appropriate Taxing Entity against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the appropriate Taxing Entity.

(B) Special Assessments: The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act 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 Lease Agreement, the Company will be required to pay to the appropriate Taxing Entity all special assessments and special ad valorem levies lawfully levied and/or assessed by the appropriate Taxing Entity against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES.

(A) Agreement to Make Payments: The Company agrees that it will make annual payments in lieu of real estate taxes with respect to the Project Facility to the Agency in the amounts hereinafter provided for redistribution to the respective Taxing Entities in proportion to the amounts which said Taxing Entities would have received had not the Project Facility been acquired and owned by the Agency.

(B) Amount of Payments in Lieu of Taxes:

(1) Town and County Taxes: (a) Commencing on February 15, 2018 and continuing on February 15 of each year thereafter up to and including February 15, 2022, payments in lieu of real estate taxes shall be due, owing and payable by the Company to the Agency on account of town and county taxes with respect to each appropriate Taxing Entity equal to the product of (i) the Initial Assessed Value (as herein defined) and (ii) the tax rate or rates of each such Taxing Entity applicable to the Project Facility for the current tax year of such Taxing Entity.

(b) Commencing February on February 15, 2023 and continuing on each February 15 of each year thereafter up to and including February 15, 2027, payments in lieu of real estate taxes shall be due, owing and payable by the Company to the Agency on account of town and county taxes with respect to each appropriate Taxing Entity equal to the sum of (i) the Initial Assessed Value plus (ii) the percentage of the Assessed Value of the Addition set forth below for the date in questions times (iii) the tax rate or rates of each such Taxing Entity applicable to the Project Facility for the current tax year of such Taxing Entity:

Date	Applicable percentage
February 15, 2023	50%
February 15, 2024	60%
February 15, 2025	70%
February 15, 2026	80%
February 15, 2027	90%

(c) Commencing February 15, 2028 and continuing on each February 15 thereafter for such time as this Agreement is in effect, payments in lieu of real estate taxes shall be due, owing and payable by the Company to the Agency on account of town and county taxes with respect to each appropriate Taxing Entity in an amount to be determined by multiplying (i) the Assessed Value of the Project Facility determined pursuant to Section (B)3 of this Section 2.02 by (ii) the tax rate or rates of such Taxing Entity applicable to the Project Facility for the current tax year of such Taxing Entity.

(2) School Taxes: (a) Commencing September 15, 2017 and continuing on September 15 of each year up to and including September 15, 2021, payments in lieu of real estate taxes shall be due, owing and payable by the Company to the Agency on account of school taxes equal to the product of (i) the Initial Assessed Value and (ii) the tax rate or rates of the South Glens Falls School District applicable to the Project Facility for the current tax year.

(b) Commencing on September 15, 2022 and continuing on each September 15 of each year thereafter up to and including September 15, 2026, payments in lieu of real estate taxes shall be due, owing and payable by the Company to the Agency on account of school taxes with respect to each appropriate Taxing Entity equal to the sum of (i) the Initial Assessed Value plus (ii) the percentage of the Assessed Value of the Addition set forth below for the date in questions times (iii) the tax rate or rates of

each such Taxing Entity applicable to the Project Facility for the current tax year of the South Glens Falls School District:

Date	Applicable percentage
September 15, 2022	50%
September 15, 2023	60%
September 15, 2024	70%
September 15, 2025	80%
September 15, 2026	90%

(c) Commencing September 15, 2027 and continuing for such time as this Agreement is in effect, payments in lieu of real estate taxes shall be due, owing and payable by the Company to the Agency on account of school taxes in an amount to be determined by multiplying (i) the Assessed Value of the Addition determined pursuant to Section 3 of this Section 2.02(B) by (ii) the tax rate or rates of the South Glens Falls School District applicable to the Project Facility for the current tax year of the South Glens Falls School District.

(3) (a) For purposes of this Section 2.02: (i) "Initial Assessed Value" shall mean the Assessed Value (determined in accordance with subparagraph (a) (ii) of this Section 2.02 (B) (3)) of the Land (without regard to the Addition); and

(ii) the "Assessed Value" of the Project Facility or the Addition, as applicable, shall be determined by the appropriate officer or officers of the Taxing Entity responsible for assessing properties in each Taxing Entity (said officer or officers being hereinafter collectively referred to as the "Assessor"). The Assessor shall (a) appraise the Addition and/or the Project Facility, as applicable, (excluding, where permitted by law, personal property) in the same manner as other similar properties in said Taxing Entity and (b) place a value for assessment purposes upon the Addition and/or the Project Facility, as applicable, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes.

(b) If the Company is dissatisfied with the amount of Assessed Value as initially established or as changed, the Company may pursue review of the Assessed Value under Article 7 of the New York State Real Property Tax Law or any other law or ordinance then in effect relating to disputes over assessed valuation of real property in the State of New York, and may take any and all other action available to it at law or in equity, for a period of seven (7) years from the date such Assessed Value is initially established or changed. IF THE COMPANY FAILS TO PURSUE REVIEW OF (i) THE INITIALLY ESTABLISHED ASSESSED VALUE, DURING THE SEVEN (7) YEAR PERIOD FOLLOWING SUCH ESTABLISHMENT, OR (ii) ANY CHANGE IN ASSESSED VALUE, DURING THE SEVEN (7) YEAR PERIOD FOLLOWING ANY SUCH CHANGE, THE COMPANY SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT TO CONTEST OR DISPUTE SUCH ASSESSED VALUE AT ANY TIME FOR A SEVEN (7) YEAR PERIOD COMMENCING MARCH 1, 2027 NOTWITHSTANDING ANYTHING IN THE NEW YORK STATE REAL PROPERTY TAX LAW TO THE CONTRARY. THIS SEVEN (7) YEAR LIMITATION SHALL APPLY TO EACH AND EVERY ASSESSMENT MADE DURING THE PERIOD THAT THE AGENCY HOLDS TITLE TO THE PROJECT FACILITY, AND SHALL BE FOR THE BENEFIT OF THE AGENCY AND THE OTHER TAXING ENTITIES. The Agency hereby irrevocably appoints the Company its attorney-in-fact and agent (coupled with an interest) for the purpose of commencing any proceeding, preparing and filing all documents and taking any and all other actions required to be taken by Agency, necessary or desirable, in the opinion of the Company, to contest or dispute any Assessed Value within such periods; provided,

however, that the Agency shall incur no expense or liability in connection with any action taken or omitted to be taken by its attorney-in-fact and agent.

(c) The Company will file with the appropriate officer the filing required under Section 412-a (2) of the Real Property Tax Law of New York State on or before March 1, 2017. THE COMPANY ACKNOWLEDGES THAT THE FAILURE TO FILE SUCH FORM BY THE DATE INDICATED WILL RESULT IN A NULLIFICATION OF THE TERMS OF THIS AGREEMENT.

(4) Additional Amounts in Lieu of Taxes: Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities"), the Company agrees to make additional annual payments in lieu of property taxes (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if such Additional Facilities were owned by the Company and not the Agency by multiplying (a) the additional Assessed Value of such Additional Facilities determined pursuant to subsection (B)(3) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each calendar year during the term of this Agreement (commencing in the calendar year when such Additional Facilities first appear on the assessment roll of any Taxing Entity), the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such calendar year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

SECTION 2.03. INTEREST. If the Company shall fail to make any payment required by this Agreement when due, its obligation to make the payment so in default shall continue as an obligation of the Company until such payment in default shall have been made in full, and the Company shall pay the same together with late fees and interest thereon equal to the greater of (A) any late fees and interest which would be applicable with respect to each Taxing Entity were the Project Facility owned by the Company and not the Agency and (B) the late fees and interest prescribed by subsection (5) of Section 874 of the General Municipal Law of the State of New York (or any successor statute thereto).

ARTICLE III

LIMITED OBLIGATION OF THE AGENCY

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY.

(A) No Recourse: All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenants or agreement contained in this Agreement, or otherwise based upon or in respect of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Agreement, it being expressly understood that this Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Agreement under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(B) Limited Obligation: The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the County of Saratoga, New York, and neither the State of New York nor the County of Saratoga, New York shall be liable thereon, and further such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(C) Further Limitation: Notwithstanding any provision of this Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company satisfactory to the Agency to defend and hold harmless the Agency against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events (hereinafter an "Event of Default") shall constitute a default under this Agreement:

(A) Failure of the Company to pay any amount due and payable by it pursuant to this Agreement and continuance of said failure for a period of ten (10) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed by it hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period, and the Company shall have commenced action to cure the breach of such covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for a period not to exceed sixty (60) days from the date of receipt by the Company of such notice; or

(C) Any warranty or representation by the Company contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement and such falsity or incorrectness has a material adverse affect on the Company's ability to perform its obligations under this Agreement.

SECTION 4.02. REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred and be continuing with respect to this Agreement, the Agency may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement including, without limitation, the exercise by the Agency of the remedy set forth in subsections (A)(3) and (A)(4) of Section 10.2 of the Lease Agreement. Each such 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 the State 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.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If an Event of Default should occur and be continuing under this Agreement and the Agency should employ attorneys or incur other reasonable expenses for the collection of any amounts due and payable hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor by the Agency, reimburse the Agency for the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE.

(A) No Remedy Exclusive: Notwithstanding anything to the contrary contained herein, no remedy herein conferred upon or reserved to the Agency or the Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay: No delay or omission in exercising any right or power accruing upon the occurrence of an 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.

(C) Notice Not Required: In order to entitle the Agency to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement.

(D) No Waiver: In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM OF AGREEMENT.

(A) General: This Agreement shall become effective and the obligations of the Company and the Agency shall arise absolutely and unconditionally upon the execution and delivery of this Agreement by the Company and the Agency. This Agreement shall continue to remain in effect until the termination of the Lease Agreement in accordance with its terms.

(B) Extended Term: In the event that (1) if title to the Project Facility shall be conveyed to the Company, (2) if on the date on which the Company obtains title to the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities solely as a result of the Agency's prior ownership of the Project Facility, and (3) if the fact of obtaining title shall not immediately obligate the Company to make pro rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of New York (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Agreement shall remain in full force and effect but only to the extent set forth in this sentence and the Company shall be obligated to make payments to the Agency in amounts equal to the Normal Tax which would be due from the Company if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENT OF AGREEMENT. This Agreement may not be amended, changed, modified, altered, supplemented or terminated unless such amendment, change, modification, alteration or termination is in writing and unless signed by the party against which enforcement of the amendment, change, modification, alteration, supplement or termination shall be sought.

SECTION 5.05. NOTICES. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery (including, but not limited to, overnight delivery) or (B)

delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery. The address to which notices, certificates and other communications hereunder shall be delivered are as follows:

TO THE AGENCY:

County of Saratoga Industrial Development Agency
Saratoga County Municipal Center
50 West High Street
Ballston Spa, New York 12020
Attention: Chairman

WITH A COPY TO:

Snyder, Kiley, Toohey & Corbett LLP
P.O. Box 4367
160 West Avenue
Saratoga Springs, New York 12866
Attention: Michael J. Toohey, Esq.

IF TO THE COMPANY:

Ace Hardware Corporation
2200 Kensington Court
Oak Brook, Illinois 60523
Attention: James Falk

provided, that the Agency and the Company may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

SECTION 5.06. BINDING EFFECT. This Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York including all matters of construction, validity and performance.

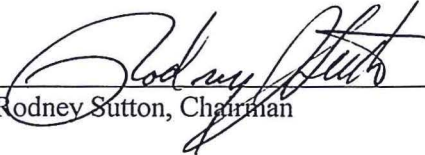
SECTION 5.09. ASSIGNMENT. This Agreement may not be assigned by the Company absent the prior written consent of the Agency.

SECTION 5.10 JOINT AND SEVERAL LIABILITY. In the event that this Agreement is executed by more than one entity comprising the Company, the liability of such parties is joint and several. A separate

action or actions may be brought and prosecuted against each such entity, whether or not action is brought against any other person or whether or not any other person is joined in such action or actions.

IN WITNESS WHEREOF, the Agency and the Company have caused this Agreement to be executed in their respective names, all being done the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

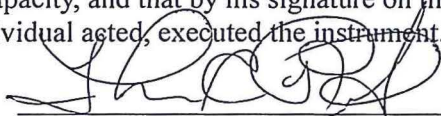
By: 
Rodney Sutton, Chairman

ACE HARDWARE CORPORATION

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
)SS.:
COUNTY OF SARATOGA)

On this 16th day of February, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rodney Sutton**, 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 on behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF _____)
)SS.:
COUNTY OF _____)

THERESA C. PRIEST
Notary Public, State of New York
Washington County #01PR4921971
Commission Expires Feb. 28, 20 18

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the Agency and the Company have caused this Agreement to be executed in their respective names, all being done the date first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Rodney Sutton, Chairman

ACE HARDWARE CORPORATION

By: Lori Bossmann
Name: LORI BOSSMANN
Title: EMP SUPPLY CHN & PTL SUPP

STATE OF NEW YORK)
)SS.:
COUNTY OF SARATOGA)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rodney Sutton**, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF Illinois)
)SS.:
COUNTY OF Dupage)

On this 27th day of February, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 on behalf of which the individual acted, executed the instrument.

Jonice Parnell

Notary Public



SCHEDULE "A"

C. T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

DESCRIPTION
PROPOSED BUILDING EXPANSION
LANDS NOW OR FORMERLY OF
ACE HARDWARE CORPORATION
RETAIL SUPPORT CENTER EXPANSION
TOWN OF WILTON, COUNTY OF SARATOGA, STATE OF NEW YORK
AREA = 9.20± ACRES OF LAND

All that certain tract, piece or parcel of land situate in the Town of Wilton, County of Saratoga, State of New York, lying Southwesterly of Ballard Road (County Route 33), and being more particularly bounded and described as follows:

COMMENCING at a point on the Southeasterly road boundary of Ballard Road (County Route 33) at its point of intersection with the division line between the lands now or formerly of Ace Hardware Corporation as described in Instrument No. 2008001269 on the Northwest and the lands of the People of the State of New York as described in Book 428 of Deeds at Page 498 on the Southeast; thence from said point of commencement along said division line South 21 deg. 18 min. 47 sec. West 688.21 feet to a point; thence through the said lands now or formerly of Ace Hardware Corporation North 60 deg. 41 min. 13 sec. West 234.82 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Ace Hardware Corporation and along the proposed outside face of building of the proposed building expansion the following two (2) courses: 1) South 29 deg. 15 min. 10 sec. West 681.52 feet to a point; and 2) North 60 deg. 44 min. 25 sec. West 588.00 feet to a point on the outside face of wall of the existing warehouse building; thence along said outside face of wall of the existing warehouse building North 29 deg. 14 min. 20 sec. East 681.41 feet to a point; thence continuing through the said lands now or formerly of Ace Hardware Corporation and along the outside face of wall of the proposed building

C. T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

DESCRIPTION

AREA = 9.20± ACRES OF LAND

PAGE - 2

45 min. 03 se c. East 588.16 feet to the point or place of beginning and containing
400,757± square feet or 9.20 acres of land, more or less.

Subject to any covenants, easements or restrictions of record.

February 10, 2016

Revised January 26, 2017

WJN/dsl/amb/cmr

C.T. Male Project No. 15.5402

