

**RESOLUTION AUTHORIZING AMENDMENT TO BASIC DOCUMENTS
5744 COUNTY ROUTE 20 LLC PROJECT**

A regular meeting of Allegany County Industrial Development Agency (the “Agency”) was convened in public session at the offices of the Agency located at Crossroads Commerce & Conference Center, 6087 State Route 19 North, Belmont, New York on November 12, 2020 at 10:00 o’clock a.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Richard Ewell	Chairman
Judy Hopkins	Vice-Chairman
Randy Shayler	Secretary
Douglas Frank	Treasurer
Michael Johnsen	Member
Ward “Skip” Wilday	Member

Each of the members present participated in the meeting telephonically pursuant to Executive Order No. 202.1, as supplemented, issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Craig R. Clark	Executive Director
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The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1120-__

RESOLUTION AUTHORIZING THE EXECUTION BY ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY OF A CERTAIN MODIFICATION AGREEMENT IN CONNECTION WITH THE 5744 COUNTY ROUTE 20 LLC PROJECT.

WHEREAS, Allegany County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 99 the 1973 Laws of New York, as amended, constituting Section 906-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose

of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on April 1, 2020 (the “Closing”), the Agency granted certain financial assistance to 5744 County Route 20 LLC (the “Company”), in connection with a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in an parcel of land located at 5744 County Road 20 in the Town of Amity, Allegany County, New York (the “Land”), (2) the construction on the Land of a gas station, convenience store, truck stop and quick serve restaurant (the “Facility”) and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to constitute a gas station, convenience store, truck stop and quick serve restaurant and other directly and indirectly related activities; (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, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to a lease agreement dated as of April 1, 2020 and (the “Lease Agreement”) by and between the Company and the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, (A) the Company executed and delivered to the Agency (1) a certain lease to agency dated as of April 1, 2020 (the “Underlying Lease”) by and between the Agency and the Company, pursuant to which the Company leased to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”) for a lease term ending on December 31, 2035; (2) a certain license agreement dated as of April 1, 2020 (the “License to Agency”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company granted to the Agency (a) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement, which License to Agency was subsequently terminated; and (3) a certain bill of sale dated as of April 1, 2020 the “Bill of Sale to Agency”), which conveyed to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency executed and delivered a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company executed and delivered the uniform agency project agreement dated as of April 1, 2020 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency executed and delivered 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 filed 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”) (the above-enumerated documents being collectively referred to as the “Closing Documents”); and

WHEREAS, in connection with the Project, the Agency appointed Indus QSR IV Inc., as agent of the Agency (the “Tenant”), pursuant to (A) a certain agency indemnification agreement dated as of November 1, 2020 (the “Agency and Indemnification Agreement”) by and between the Agency and the Tenant and (B) a certain recapture agreement dated as of November 1, 2020 (the “Tenant Section 875 GML Recapture Agreement”) by and between the Agency and the Tenant; and

WHEREAS, in connection with appointment of the Tenant, (A) the Agency executed and delivered to the Tenant a sales tax exemption letter (the “Tenant Sales Tax Exemption Letter”) and (B) the Agency filed a Thirty-Day Sales Tax Report (the “Tenant Thirty-Day Sales Tax Report”) with the New York State Department of Taxation and Finance (collectively with the Agency and Indemnification Agreement and the Tenant Section 875 GML Recapture Agreement, the “Tenant Documents”) and together with the Closing Documents, being collectively referred to as the “Basic Documents”); and

WHEREAS, the Company and the Tenant have requested, pursuant to the correspondence attached hereto as Exhibit A, that the Agency modify the terms of the Basic Documents in order to extend the Completion Date (as defined in the Basic Documents) from December 31, 2020 to December 31, 2021 (the “Modification”); and

WHEREAS, in connection with the Modification, the Company has requested that the Agency enter into a certain modification agreement (the “Modification Agreement”), by and among the Company, the Tenant and the Agency, a copy of which is attached hereto as Exhibit B; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), it appears that the Modification constitutes a Type II action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Based upon an examination of the Modification, the Agency hereby makes the following determinations:

(A) The Modification constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(25), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Modification.

(B) That since compliance by the Agency with the Modification will not result in the Agency providing more than \$100,000 of “financial assistance” (as such quoted term is defined in the Act) to the Company, Section 859-a of the Act does not require a public hearing to be held with respect to the Modification.

Section 2. Subject to (A) compliance with the terms and conditions in the Basic Documents, (B) evidence of current certificates of insurance acceptable to the Agency, and (C) payment by the Company of all fees and expenses of the Agency in connection with the delivery of the Modification Agreement, including the fees of Agency Counsel, the Agency hereby (a) consents to the Modification and (b) determines to enter into the Modification Agreement.

Section 3. The form and substance of the Modification Agreement (in substantially the form presented to this meeting) are hereby approved.

Section 4. Subject to the satisfaction of the conditions described in Section 2 hereof, the Chairman (or Vice Chairman) or the Executive Director of the Agency is hereby authorized to execute and deliver the Modification Agreement to the Company, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chairman (or Vice Chairman) or the Executive Director shall approve, the execution thereof by the Chairman (or Vice Chairman) or the Executive Director to constitute conclusive evidence of such approval.

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Modification Agreement, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Modification Agreement binding upon the Agency.

Section 6. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Richard Ewell	VOTING	_____
Judy Hopkins	VOTING	_____
Randy Shayler	VOTING	_____
Douglas Frank	VOTING	_____
Michael Johnsen	VOTING	_____
Ward "Skip" Wilday	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned (Assistant) Secretary of the Allegany County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 12, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") except as modified by Executive Order 202.1, as supplemented, said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present, either in-person or appearing telephonically in accordance with Executive Order 202.1, throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of November, 2020.

(Assistant) Secretary

(SEAL)

EXHIBIT A

REQUEST

- SEE ATTACHED -

It is likely easier and will be less expensive from a fee standpoint for the Subagent to extend the term of the appointment of the Company and the Subagent to allow the Subagent to use the exemption in 2021 to complete construction on the Dunkin Donuts. Based on my conversation with the Subagent Counsel, they will not finish construction until the spring of 2021.

Do you think the IDA will have an issue extending the benefit period? We will just need to have the IDA adopt a resolution and then file an amended ST-60 for the Company. We would then use the extended date on the ST-60 appointing the Subagent.

Otherwise I will reach out to Josh Lawrence to determine what the Subagent needs to do to be able to use the exemption before December 31, 2020.

Thank you,

Mike

Michael T. Logan
Senior Associate
Hodgson Russ LLP
Tel: 518.433.2409
Fax: 518.465.1567

From: Stephen Hall <stephenhall@stephen-hall.net>
Sent: Friday, November 6, 2020 10:09 AM
To: Logan, Michael T. <MLogan@hodgsonruss.com>
Cc: Colin Bruckel <CBRUCKEL@TREVETTCRISTO.COM>; Spitzer, Daniel <DSpitzer@hodgsonruss.com>; Zeigler, Nadene <NZeigler@hodgsonruss.com>
Subject: RE: Allegany IDA - 5744 County Road 20 Project: Sales Tax Exemption Requirements

External Email - Use Caution

Michael: First, I am grateful for your assistance, and the obvious effort in burning the midnight oil to place me in receipt of the below.

It was a pleasure speaking with you yesterday, and I am following up on a few points, per our conversation:

1. As discussed, and as you will see from the attached copy of what I believe to be the final form of Lease, my client, Indus QSR Inc., is a subtenant of PEMM, LLC, with PEMM, LLC in turn leasing the property from its affiliate, 5744 County Road 20 LLC. Please see the last paragraph of Section 1 on page 2, which also ties this lease structure into the IDA lease/leaseback transaction.
2. As to appointment of my client as a subagent, and use of the sales tax exemption accordingly, please see Section 3.(c), second paragraph, on pages 4-5.

I look forward to hearing back from you as to specifically what must be accomplished on or before 12/31 in order for a particular purchase to qualify for the exemption.

EXHIBIT B
MODIFICATION AGREEMENT

- SEE ATTACHED -

DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: NOVEMBER 12, 2020

ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

AND

5744 COUNTY ROUTE 20 LLC

AND

INDUS QSR IV INC.

MODIFICATION AGREEMENT

DATED AS OF NOVEMBER 1, 2020

RELATING TO (A) THE LEASE/LEASE BACK TRANSACTION OF
ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
DATED APRIL 1, 2020 AND (B) CERTAIN RELATED
DOCUMENTS.

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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of November 1, 2020 (the “Modification Agreement”) by and between ALLEGANY COUNTY 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 6087 State Route 19N – Suite 100, Belmont, New York (“Agency”), 5744 COUNTY ROUTE 20 LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 2697 Lakeville Road, Suite 1, Avon, New York (the “Company”) and INDUS QSR IV INC., a business corporation duly organized and existing under the laws of the State of New York having an office for the transaction of business located at c/o Executive Offices, 950 Panorama Trail South, Rochester, New York (the “Tenant”);

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State 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; 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 to lease or sell any or all of its facilities, for the purpose of carrying out any of its corporate purposes and any agreements made in connection therewith, to mortgage and pledge any or all of its facilities, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 99 of the Laws of 1973 of the State (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, on April 1, 2020 (the “Closing”), the Agency granted certain financial assistance to 5744 County Route 20 LLC (the “Company”), in connection with a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in an parcel of land located at 5744 County Road 20 in the Town of Amity, Allegany County, New York (the “Land”), (2) the construction on the Land of a gas station, convenience store, truck stop and quick serve restaurant (the “Facility”) and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to constitute a gas station, convenience store, truck stop and quick serve restaurant and other directly and indirectly related

activities; (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, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to a lease agreement dated as of April 1, 2020 and (the “Lease Agreement”) by and between the Company and the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, (A) the Company executed and delivered to the Agency (1) a certain lease to agency dated as of April 1, 2020 (the “Underlying Lease”) by and between the Agency and the Company, pursuant to which the Company leased to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”) for a lease term ending on December 31, 2035; (2) a certain license agreement dated as of April 1, 2020 (the “License to Agency”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company granted to the Agency (a) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement, which License to Agency was subsequently terminated; and (3) a certain bill of sale dated as of April 1, 2020 (the “Bill of Sale to Agency”), which conveyed to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency executed and delivered a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company executed and delivered the uniform agency project agreement dated as of April 1, 2020 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency executed and delivered 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 filed 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”) (the above-enumerated documents being collectively referred to as the “Closing Documents”); and

WHEREAS, in connection with the Project, the Agency appointed Indus QSR IV Inc., as agent of the Agency (the “Tenant”), pursuant to (A) a certain agency indemnification agreement dated as of November 1, 2020 (the “Agency and Indemnification Agreement”) by and between the Agency and the Tenant and (B) a certain recapture agreement dated as of November 1, 2020 (the “Tenant Section 875 GML Recapture Agreement”) by and between the Agency and the Tenant; and

WHEREAS, in connection with appointment of the Tenant, (A) the Agency executed and delivered to the Tenant a sales tax exemption letter (the “Tenant Sales Tax Exemption Letter”) and (B) the Agency filed a Thirty-Day Sales Tax Report (the “Tenant Thirty-Day Sales Tax Report”) with the New York State Department of Taxation and Finance (collectively with the Agency and Indemnification Agreement and the Tenant Section 875 GML Recapture Agreement, the “Tenant Documents”) and together with the Closing Documents, being collectively referred to as the “Basic Documents”); and

WHEREAS, the Company and the Tenant have requested, pursuant to the correspondence attached hereto as Exhibit A, that the Agency modify the terms of the Basic Documents in order to extend the Completion Date (as defined in the Basic Documents) from December 31, 2020 to December 31, 2021 (the “Modification”); and

WHEREAS, by resolution adopted by the members of the Agency on November 12, 2020 (the “Modification Resolution”), the members of the Agency (A) determined that pursuant to SEQRA, the

Modification is a “Type II Action” and, therefore, the Agency has no further responsibilities under SEQRA with respect to the Modification; (B) determined to amend the Basic Documents to extend the Completion Date; and (C) authorized the execution and delivery of this Modification Agreement with respect to the Modification;

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

SECTION 1. DEFINITIONS. Except as otherwise provided herein, all words and terms used herein shall have the respective meanings ascribed thereto in Article I of the Basic Documents.

SECTION 2. MODIFICATION OF BASIC DOCUMENTS. In each of the Basic Documents where the date of December 31, 2020 appears, it shall be replaced with December 31, 2021.

SECTION 3. PROVISIONS OF MODIFICATION AGREEMENT CONSTRUED WITH THE BASIC DOCUMENTS. All of the covenants, agreements and provisions of this Modification Agreement shall be deemed to be and shall be construed as part of the Basic Documents and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement or provision contained in any Basic Document and any covenant, agreement or provision contained in this Modification Agreement, such covenant, agreement or provision contained herein shall govern.

SECTION 4. BASIC DOCUMENTS AS AMENDED TO REMAIN IN EFFECT. Except as amended by this Modification Agreement, the Basic Documents shall remain unmodified and in full force and effect and the terms and conditions thereof are hereby confirmed.

SECTION 5. RECORDING. This Modification Agreement may, at the request of the Company, be recorded by the Agency in such office or offices as may at the time be provided by law as the proper place or places for the recordation thereof. The Company agrees to pay all costs in connection with said recording.

SECTION 6. EXECUTION OF COUNTERPARTS. This Modification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agency, the Company and the Tenant have caused this Modification Agreement to be executed by their duly authorized officer and to date this Modification Agreement as of the day and year first above written.

ALLEGANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

5744 COUNTY ROAD 20 LLC

By: _____
Authorized Officer

INDUS QSR IV INC.

By: _____
Authorized Officer

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

On the ____ day of November, in the year 2020, before me, the undersigned, 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 upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of November, in the year 2020, before me, the undersigned, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of November, in the year 2020, before me, the undersigned, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public