

AUTHORIZING RESOLUTION

A regular meeting of the Directors of the Saratoga County Prosperity Partnership, Inc. was convened on January 13, 2015 at 3:00 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. 1 - 2015

RESOLUTION OF THE DIRECTORS OF THE SARATOGA COUNTY PROSPERITY PARTNERSHIP, INC. (THE "CORPORATION") AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT, ALONG WITH THE ACQUISITION OF OFFICE EQUIPMENT AND FURNISHINGS

WHEREAS, the Saratoga County Prosperity Partnership, Inc. (the "Corporation") desires to establish and equip office space in connection with carrying out its corporate purposes and powers; and

WHEREAS, the Corporation has solicited and investigated leasing opportunities and upon review of same desires to lease and furnish office space located at 2911 Route 9, Malta, New York (the "Office Space") consisting of approximately 1996 square feet of office space and owned by Stewarts Shop Corp. (the "Owner"); and

WHEREAS, Directors and representatives of the Corporation have negotiated a proposed Lease Agreement (the "Lease") relating to the Office Space, along with a certain Bill of Sale (the "Bill of Sale") relating to office furniture offered by the Owner; and

WHEREAS, the Corporation, by and through the Board, desires to authorize (i) the execution and delivery of the Lease and the acquisition of a leasehold interest in the Office Space; (ii) acceptance of the Bill of Sale and acquire ownership of the office furniture; and (iii) the expenditure of funds for purposes of fitting up the Office Space, including the acquisition of additional office equipment, furniture and supplies.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Corporation as follows:

Section 1. The Corporation hereby authorizes (i) the execution and delivery of the Lease and the acquisition of a leasehold interest in the Office Space; (ii) acceptance of the Bill of Sale and acquire ownership of the office furniture; and (iii) the expenditure of up to \$15,000.00 in funds for purposes of fitting up the Office Space, including the acquisition of additional office equipment, furniture, supplies, procurement of insurance, and related materials (collectively, the "Office Furnishings"), subject to the Corporation's Procurement Policy. The Chairman and/or Vice Chairman of the Corporation are hereby authorized, on behalf of the Corporation, to execute and deliver

the Lease, Bill of Sale and related documents (collectively, the "Agreements") in substantially the form attached hereto as Exhibit A, with such changes, variations, omissions and insertions as authorized by the Chairman, or Vice Chairman of the Corporation, the execution thereof by the Chairman or Vice Chairman to constitute conclusive evidence of such approval.

Section 2. The Chairman and/or Vice Chairman of the Corporation are hereby authorized, on behalf of the Corporation, to procure the Office Furnishings and to expend funds up to the limits set forth herein, and in furtherance of same, such officers are hereby authorized to execute and deliver such forms, certificates, and instruments, as necessary to effectuate the foregoing, with such changes, variations, omissions and insertions as authorized by the Chairman and/or Vice Chairman of the Corporation, the execution thereof by the Chairman and/or Vice Chairman to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Corporation are hereby authorized and directed for and in the name and on behalf of the Corporation to do all acts and things required and to execute and deliver all such 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 resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. This resolution shall take effect immediately.

On motion duly made by Director Poly and seconded by Director Chudy, the following resolution was placed before the Board of Directors of the Corporation:

STATE OF NEW YORK)
COUNTY OF SARATOGA) SS:

I, the undersigned [Acting Secretary] of the Saratoga County Prosperity Partnership, Inc., DO HEREBY CERTIFY:

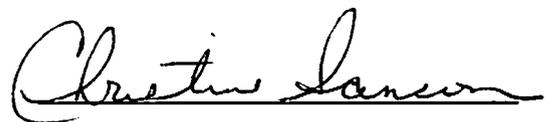
That I have compared the annexed extract of minutes of the meeting of the Saratoga County Prosperity Partnership, Inc. (the "Corporation"), including the resolution contained therein, held on January 13, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Corporation and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Corporation present 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 modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 14th day of January, 2015.



[Acting Secretary]

[SEAL]

EXHIBIT A

FORMS OF LEASE AND BILL OF SALE

THIS AGREEMENT

BETWEEN:

AND:

Landlord:

Stewart's Shops Corp.
P. O. Box 435
Saratoga Springs, New York 12866

Tenant:

Saratoga County Prosperity Partnership, Inc.
40 McMaster Street
Ballston Spa, New York 12020

WITNESSETH: That the said Landlord does let unto the said Tenant and the said Tenant has hired from the said Landlord a retail space located at 2911 Route 9, Malta, New York consisting of 1,996 square feet, as more particularly depicted within Exhibit A, hereto (the "Premises").

To commence from February 1, 2015 (the "Commencement Date") and ending January 31, 2020. Tenant may renew the lease for three (3) additional three (3) year terms. The increase for rent will begin on the first day of the month of January, and will be based on the Consumer Price Index (All Urban Consumers) increase during the previous term of the lease. In no event, however, shall the base rent be reduced below that payable during the first year of this lease.

To be used and occupied only as office space upon the conditions and covenants following:

FIRST. That the Tenant shall pay the rent in monthly installments, in advance on the first of each and every month. The monthly rent shall be as follows:

2/1/15 - 1/31/20 \$13.00 per square foot/ or \$2162.33 monthly

Provided that Tenant has not incurred any uncured default under this Lease Agreement, Tenant shall have the right to terminate this Lease on or after the third anniversary of the Commencement Date upon at least Ninety (90) days written notice to Landlord.

In consideration for Landlord's willingness to maintain a fixed level of monthly rent during the term hereof, the Tenant shall pay the first six (6) months of basic rent on or before the Commencement Date.

SECOND. Tenant shall reimburse Landlord monthly for the estimated Proportionate Share of the Operating Costs. The Proportionate Share shall mean a fraction, which may be expressed as a percentage, the numerator of which is the square footage of the Premises (1,996 square feet), and the denominator of which is the square footage of the Building (19,137), accordingly the Tenant's Proportionate Share is deemed to be 10%. Landlord has estimated the Operating Cost for the first lease year to be \$5.68 per square foot. Tenant shall reimburse Landlord during the first lease year \$944.77 monthly as additional rent to cover the estimated Proportionate Share of the Operating Costs.

Landlord will compute the actual Operating Cost for each lease year within forty five (45) days after the end of the respective lease year. The additional rent charged for the Operating Cost for each succeeding year will be equal to the actual Operating Cost for the preceding year. Landlord

will send Tenant written notification of the change to the Operating Cost within fifteen (15) days of completing the computation of the actual Operating Cost.

Landlord shall be obligated to submit to Tenant copies of invoices or other evidence supporting the calculation of the actual Operating Cost. Tenant shall have the right to inspect Landlord's books and records during normal business hours within thirty (30) days of receipt of Landlord's written notification of the change to the Operating Cost. In the event of any disputes regarding the calculation of the actual Operating Cost, the parties agree to mutually negotiate a reasonable solution and adjust matters accordingly. If the parties are unable to resolve their differences as to the amount of Operating Costs, the parties shall seek an audit of Landlord's books and record, and shall the parties shall agree on a disinterested certified public accountant of recognized competency to conduct the audit. The Tenant shall pay the fees and expenses of the accountant, provided, however, that if the results of the audit show that Tenant's was overcharged for operating Costs by more than ten percent (10%) for the period examined, the costs and expenses of the audit shall be paid by Landlord.

THIRD. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable solely to Tenant use and occupancy of this Premises, for the correction, prevention, and abatement of nuisances, violations (including, but not being limited to, land use, zoning and environmental laws, rules and/or regulations applicable to Tenant's use and occupancy of the leasehold premises) or other grievances, in, upon or connected with said Premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters for the prevention of fires, at own cost and expense. Landlord hereby warrants and represents to Tenant that as of the Commencement Date, the Premises is in full compliance with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus.

FOURTH. That in case the Tenant: shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them; shall fail or neglect to make any necessary repairs; and/or shall fail to maintain or use the leasehold premises in the manner required hereunder, then the Landlord or Agents may enter said premises to correct such violations and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant. In case of the Tenant's failure to pay the costs imposed hereunder, the said costs shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease, as the parties expressly acknowledge that any such violations shall constitute a default on the part of the Tenant.

FIFTH. On or before April 1, 2015, Landlord shall undertake and complete at Landlord's exclusive expense the following tenant improvements to the Premises: (i) painting of all wall surfaces and trim; and (ii) replacement of all carpeting (collectively, the "Tenant Improvements"). Tenant reserves the right to select all materials utilized for the Tenant Improvements, with such selections to be provided to Landlord on or before February 1, 2015.

Landlord's failure to complete the Tenant Improvements on or before April 1, 2015 shall result in a daily reduction of rentals payable until such Tenant Improvements are completed and approved by Tenant. Tenant will furnish Landlord with a floor plan and/or punchlist of any proposed leasehold improvements and/or trade fixtures that may be installed by Tenant during the term hereof, with such floorplan or punchlist to be provided to Landlord prior to Tenant securing a building permit for same (as may be applicable or required). If Landlord shall provide a build out to be paid over the term of the lease and the Tenant terminates the lease prior to the expiration such amount shall be due and payable immediately. Tenant shall not be permitted to remove, without Landlord's express written consent, any leasehold improvements or fixtures that may be installed during the period of this Lease. In the event Landlord consents to such removal, Tenant shall pay for all such removal work, repair any damages to the leasehold premises associated with such removal, and return the leasehold premises to its condition immediately preceding such installation.

SIXTH. If the Premises are damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed fifty percent (50%) of the replacement value of the building immediately prior to the occurrence of the damage, or if more than fifty percent (50%) of the Premises is rendered wholly untenable by fire or any other cause, Landlord or Tenant may, no later than the thirtieth (30th) day following the damage, give the other notice of its election to terminate this Lease. In the event Landlord or Tenant makes such election, this Lease shall terminate on the third day after the giving of this notice and the Rent shall be apportioned as of the date of the damage. Unless Landlord or Tenant elects to terminate this Lease as provided in this Section, Landlord shall restore the Premises with reasonable promptness, but in no event beyond ninety (90) days from the date of the damage or Tenant shall have the right to terminate this Lease commencing at any time after the failure to make the restoration within such ninety (90) day period, but prior to the date of delivery of the fully restored Premises by Landlord, subject, however, to delays beyond the Landlord's control and delays in making of insurance adjustments by Landlord.

SEVENTH. That subject to no less than 24 hours' notice, Tenant agrees that the said Landlord and Agents, and other representatives, shall have the right to enter into and upon said Premises, or any part thereof, during regular business hours (or other times as authorized by Tenant) for the purpose of examining the same, or making such repairs or alternations therein as may be necessary for the safety and preservation thereof.

EIGHTH. The Tenant also agrees (subject to no less than 24 hours' notice) to permit the Landlord or Agents to show the Premises to persons wishing to hire or purchase the same (during regular business hours (or other times as authorized by Tenant)); and the Tenant further agrees that 60 days prior to the expiration of the term hereby granted, the landlord or Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale" and, upon disclosure of same to and approval by the Tenant, the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

NINTH. That should the Tenant be evicted by summary proceedings or otherwise following termination of this Agreement due to uncured default by the Tenant, the Landlord or

representatives may re-enter the same, either by force or otherwise without being liable to prosecution therefore.

TENTH. That in case of any damage or injury occurring to the glass or damage and injury to the said Premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence, or improper conduct on the part of the said Tenant, agents or employees, than the said Tenant shall cause the said damage or injury to be repaired as speedily as possible at his own cost and expense.

ELEVENTH. That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner. Tenant acknowledges that Tenant is responsible to assure that the areas immediately surrounding the Premises are free of debris, rubbish, trash and/or other items placed, or permitted to be placed, in such areas by Tenant not otherwise expressly permitted under this Lease.

TWELFTH. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall carry insurance covering any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Tenant or Agents or Employees, or by reason of the breakage, leakage, or obstruction of the water or soil pipes, or other leakage in or about the said Premises.

THIRTEENTH. It is expressly understood and agreed that: in case the Premises shall be deserted or vacated; or if uncured default be made in the payment of the rent or any part thereof as herein specified; or if without the consent of the Landlord, which consent shall not be unreasonably conditioned, withheld or delayed, the Tenant shall sell, assign, or mortgage this lease; or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed; or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus applicable to said premises, or hereafter established as herein provided; or if the Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act; or if Tenant shall be subject to any judicial or extra-judicial proceedings which may result in Tenant becoming unable to fulfill its obligations under this Lease; the Landlord may if he so elects at any time thereafter terminate this lease and the term thereof, upon giving to the Tenant Thirty (30) days' notice in writing of Landlord's intention so to do, and upon Tenant's failure to cure any such event of default during such thirty (30) day period, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice. All notices required to be given to the Tenant may be given by certified mail return receipt requested addressed to the Tenant at the Premises, or by personal service to Tenant.

FOURTEENTH. If this lease shall be terminated by Landlord as a result of an uncured event of default as set forth under Article THIRTEENTH of this Lease, or by summary

proceedings or otherwise, and irrespective of whether the Premises shall relet, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, the following:

A. An amount equal to the costs and expenses incurred by Landlord, including reasonable attorneys' fees incurred by Landlord following the expiration of cure period in recovering possession of the Premises;

B. All reasonable costs and charges for the care of the Premises while vacant;

C. All expenses incurred by Landlord in connection with the reletting of the Premises, or any part thereof, including broker's commissions, advertising expenses, and the cost of repairing, renovating or remodeling the Premises, which amounts shall be due and payable by Tenant to Landlord at such times as the expenses, costs and charges shall have been incurred.

Landlord agrees to use best efforts to mitigate its damages following a Tenant default.

FIFTEENTH. The Landlord shall at all times equip and maintain the Premises with fully operational heat/air conditioning unit, one rest room, and water and septic connection.

SIXTEENTH. The failure of the Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

SEVENTEENTH. ASSIGNMENT. This Lease may not be assigned by Tenant, nor assumed by any person or entity, without the Landlord's express, prior written consent, which consent shall not be unreasonably conditioned withheld or delayed. Notwithstanding the foregoing, Tenant may assign this Lease to a corporation, or other business organization, of which Tenant owns an interest of 50% or more; however, in such event, Tenant shall remain personally liable to Landlord for all obligations, covenants, and/or conditions under this Lease.

EIGHTEENTH. Tenant will carry fire insurance on leasehold improvements installed by Tenant and equipment owned by Tenant.

NINETEENTH. Tenant will carry \$1,000,000 general business liability naming Landlord as additional insured. During the Term, Landlord shall procure and maintain in full force and effect with respect to the building, the Premises and the land on which the building is located (1) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Landlord reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (2) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring the Premises and the building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the

Premises or the building.

TWENTIETH. All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and either delivered personally, by reputable courier service, or sent by first class mail, postage prepaid, addressed (or at such other address as the party to receive the notice may from time to time give notice in writing to the other party) to the addresses set forth above.

Notice shall be deemed to have been given, if delivered personally, upon delivery or, if mailed, upon the third business day after mailing. The parties agree that any invoices for Rent or Additional Rent not past due may be sent by ordinary mail and are not required to meet the terms of this Section.

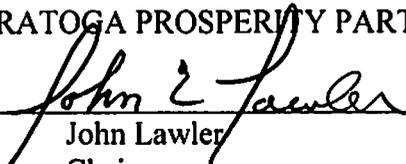
And the said Landlord does covenant that the said Tenant on paying the said monthly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and their legal representatives.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this day of 1/13, 2015.

SARATOGA PROSPERITY PARTNERSHIP, INC.

By: _____


John Lawler
Chairman

STEWART'S SHOPS CORP.

By: _____

Jennifer L. Howard
Real Estate Coordinator

Premises or the building.

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And the said Landlord does covenant that the said Tenant on paying the said monthly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and their legal representatives.

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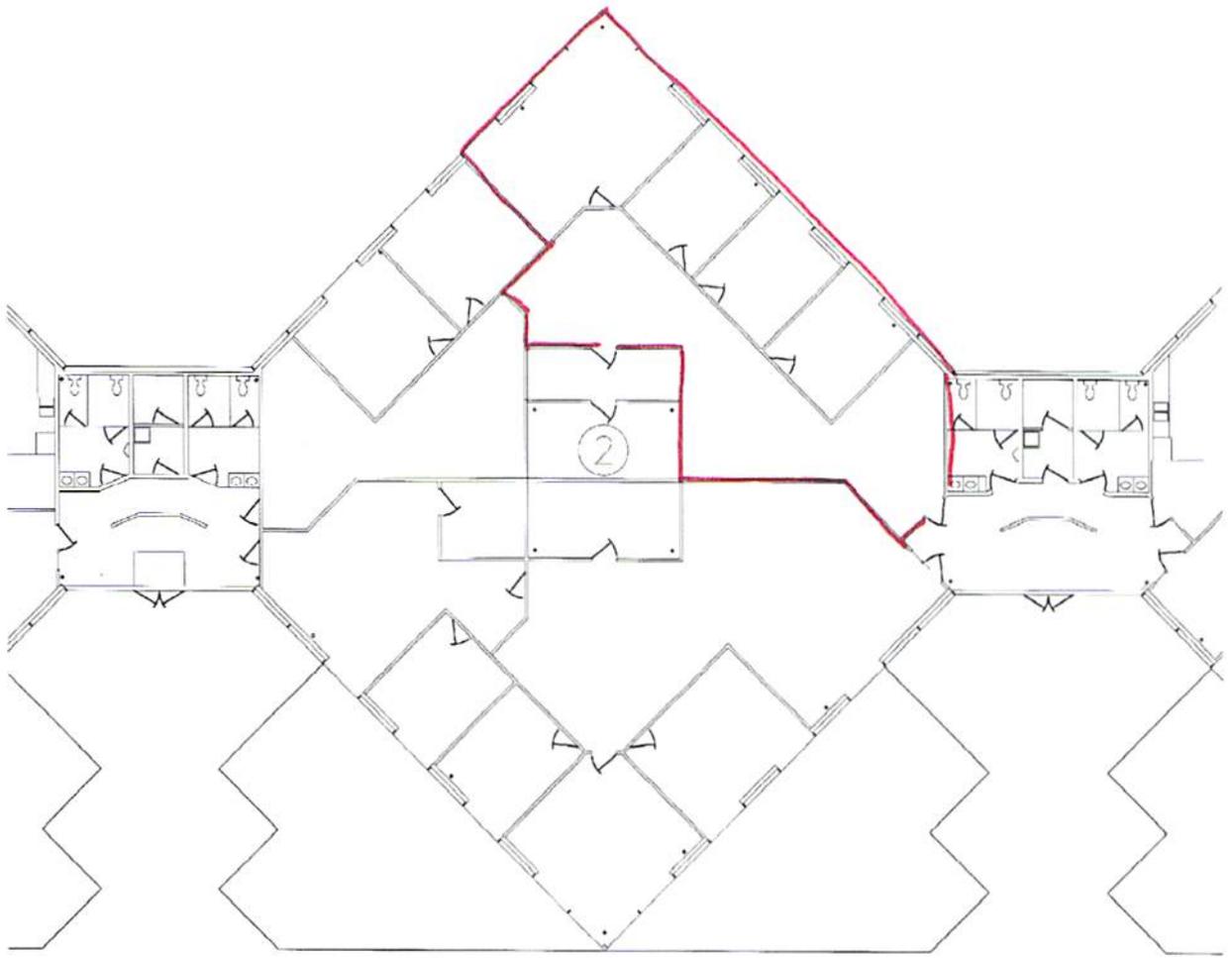
SARATOGA PROSPERITY PARTNERSHIP, INC.

By: _____
John Lawler
Chairman

STEWART'S SHOPS CORP.

By: Jennifer L. Howard
Jennifer L. Howard
Real Estate Coordinator

**EXHIBIT A
DEPICTION OF PREMISES**



**BILL OF SALE
TO
SARATOGA COUNTY PROSPERITY PARTNERSHIP, INC.**

This Bill of Sale, dated as of December 31, 2014 (the "Bill of Sale"), is made by **STEWART'S SHOPS CORP.**, a New York business corporation with an address of P. O. Box 435, Saratoga Springs, New York 12866 (the "Grantor"), for the consideration of **THREE THOUSAND DOLLARS (\$3,000.00)** and other good and valuable consideration received by the Grantor from **SARATOGA COUNTY PROSPERITY PARTNERSHIP, INC.**, a not-for-profit local development corporation of the State of New York having an address of 40 McMaster Street, Ballston Spa, New York 12020 (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers, and delivers unto the Grantee, and its successors and assigns, all of Grantor's right, title and interest in and to the materials, equipment, fixtures or furnishings which are described in Exhibit A attached hereto and made a part hereof (the "Equipment").

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever, and the Grantor, for itself, its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, to warrant and defend the sale of said Equipment hereby made unto the Grantee, its successors and assigns against the claims and demands of every and all persons whomsoever.

(Remainder of page intentionally left blank)

[Signature page to Bill of Sale]

IN WITNESS WHEREOF, the Grantor has caused this Bill of Sale to be executed as of the date first above written.

STEWART'S SHOPS CORP.

By: Jennifer L Howard
Name: Jennifer L Howard
Title: Property manager

EXHIBIT A

Equipment

[ATTACH LIST]

