

**RESOLUTION OF THE TOWN OF CLARENCE ERIE COUNTY
INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE
EXECUTION AND DELIVERY OF A COLLATERAL MORTGAGE,
ASSIGNMENT OF LEASES IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$10,500,000.00 AND A GENERAL ASSIGNMENT OF RENTS
AND OTHER ANCILLARY DOCUMENTS REQUIRED IN
CONNECTION WITH IN THE REFINANCING OF 2013 8555 TRANSIT
ROAD PROJECT**

WHEREAS, Richard J. Dorr and Jody Chesko (the "Lessee") and Niagara Produce Inc. LLC (the "Sublessee") in 2013 entered into negotiations with the officials of the Town of Clarence, Erie County Industrial Development Agency (the "Agency") with respect to the acquisition and equipping by the Agency through a lease with mortgage transaction for a produce market at 8555-8615 Transit Road (the "Project")

WHEREAS, pursuant to such Inducement Resolution, the Agency acquired a leasehold interest in the Facility pursuant to a certain Lease to Agency, dated as of June 1, 2013, between Richard J. Dorr and Jody Chesko as Lessors, and the Agency, as Lessee, (the "Lease to Agency") and leased the Facility back to Richard J. Dorr and Jody Chesko pursuant to a certain Leaseback Agreement, dated as of June 1, 2013, between the Agency, as Lessor, and Richard J. Dorr and Jody Chesko, as Lessees, (the "Leaseback Agreement"); and

WHEREAS, the Agency has now received a request for the Agency's consent to the execution and delivery by the Agency of a Collateral Mortgage, Assignment Of Leases in a principal amount not to exceed \$10,500,000 and an Assignment of Rents and Leases and other ancillary documents to M&T Bank, by Richard J. Dorr and Jody Chesko (the "Mortgages"); and

WHEREAS, the Facility will remain a produce market and there will be no change in the Payment in Lieu of Taxes ("PILOT") Provisions attached as Exhibit C to the Leaseback Agreement; and

WHEREAS, the Lessees are not requesting any additional benefits from the Agency.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The Agency hereby consents to and authorizes the execution and delivery of of a Collateral Mortgage, Assignment Of Leases And Rents And Security Agreement in a principal amount not to exceed \$10,500,000 and an Assignment of Rents and Leases and other ancillary documents M&T Bank and Richard J. Dorr and Jody Chesko with respect to the Lease to Agency and the Leaseback Agreement.

Section 2. The Agency determines that the PILOT provisions shall remain unchanged as there is no change in use or in the occupancy of the Facility.

Section 3. The Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretary, Executive Director or other officer of the Agency are hereby authorized to execute and deliver the Mortgages, and such other agreements as may be desirable or required in connection with the re-financing of such transaction. The execution and delivery of each such agreement by said officer shall be conclusive evidence of due authorization and approval.

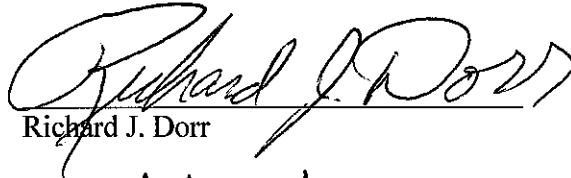
Section 4. The Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretary, Executive Director or other officer of the Agency are hereby designated the authorized representative of the Agency, and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits or other documents to do and cause to be done any and all acts and things necessary or proper for the carrying out of this resolution.

Section 5. Richard J. Dorr and Jody Chesko agree that they will pay all Agency Administrative Fees and legal fees due at closing.

Section 6. This resolution shall take effect immediately.

Adopted: May 20, 2021

Accepted:


Richard J. Dorr


Jody Chesko