



Wallace Altes, Chairman
Andrew Ross, Vice Chairman

Bill Dunne
Ken Zalewski
Andrew Torres, Ph.D.

**TROY LOCAL DEVELOPMENT CORPORATION
Board of Directors Meeting
Planning Department Conference Room**

**City Hall
433 River Street, Suite 5001
Troy, New York 12180**

**May 10, 2013
9:00 a.m.**

AGENDA

- I. Approval of the Minutes from the April 12, 2013 meeting.

- II. New Business
 1. Adoption of BST Audit
 2. New Economic Development Program

- III. Old Business
 1. Center of Gravity payment request
 2. 207 Broadway – Clark House
 3. Vincent Douglas grant request for Hot Spot 2
 4. 9 First Street
 5. King Fuels/Casale Excavating
 6. Bomber's
 7. Main Street Project Monitoring Sheet
 8. Indigo Loan Docs
 9. Essence Term Sheet
 10. Old World Provision BEDI Modification

**TROY LOCAL DEVELOPMENT CORPORATION
Board of Directors Meeting Minutes
April 12, 2013
8:30 a.m.**

BOARD MEMBERS PRESENT: Wallace Altes, Chair, Bill Dunne, Andrew Ross, Ken Zalewski, Andrew Torres, Ph.D.

ABSENT:

ALSO IN ATTENDANCE: Dep. Mayor Pete Ryan, Justin Miller Esq., Monica Kurzejeski, Laban Coblentz, Jeff Buell, Chris Cowell, Selena Skiba, Ashley Parslow and Denee Zeigler

Minutes

Wallace Altes called the meeting to order at 8:30 a.m.

- I. Laban Coblentz led a discussion about his project, The Center of Gravity. He talked about the history of maker's spaces and the impact they have had on each city they have set up in. He explained that the Center of Gravity is focused more on technology. He mentioned the product, The Square, being the product of a maker's space. Andrew Torres commented on a similar type project that is currently being done at GE. Wallace asked Mr. Coblentz to expand on his statement he made about the growth of a maker's space. Laban Coblentz explained that there is such a need for this type of space that once one is made available to people, they quickly expand and need to move to bigger spaces or open up new locations. Tech Stop was given as an example. They currently have seven franchises and are planning to open more. He explained that he could not be happier with the way his space is growing already. His focus will be to harness this growth. The opening is tentatively scheduled for April 26th.

Mr. Coblentz talked about funding they have been able to secure up to this point and that he is asking the board to make a commitment of \$47,000.00. Mr. Coblentz expects quick growth after the ribbon cutting and will use the funding to assist the new members and keep up with their needs. Mr. Coblentz also spoke about possibly expanding into The Quackenbush building. Financing was made available through the Rensselaer County IDA, but he would like to include funding from the City in an attempt to form a collaboration between the two. The Chairman questioned if he would be using the whole building? Laban Coblentz responded that he wants to keep David Bryce as the landlord and make the first floor retail, the second floor could be Cornerstone or other office space and The Center of Gravity would occupy the top two floors. Ken Zalewski asked if they have 3D printing

capabilities. Mr. Coblentz explained that they have a maker replicator already in use as well as a laser scanner. This evening will be the first class to show people how to use the 3D printer. The class has generated a lot of interest. Andrew Torres asked about on site management of the facility and staffing. Mr. Coblentz advised that they have some staff in place, board members will be established at their April meeting and several members that have completed safety training.

He assured the board that this project will continue without him. Andrew Torres stated that this project seems like a strong investment. Bill Dunne shared in the enthusiasm, but was worried that when Laban Coblentz leaves at the end of August that the project may not have a very long shelf life. He advised that since Mr. Coblentz's time here, people have been very excited about the project. Mr. Coblentz understands his concern. He explained that because he knew his time here was limited, his focus was sustainability. Mr. Coblentz also pointed out that statistically 50%-60% of the members are coming from places other than RPI. Monica Kurzejeski shared with the board that she has been to the space and talked to the surrounding businesses as well as the members. The members expressed that they are happy to have a place like this to gather and have been looking for a place like this.

The Chairman clarified the amount the board was sponsoring was \$47,000. Ken Zalewski also wanted to clarify if it was a grant or loan request. Laban Coblentz explained that he wanted to hear from us that we support the project and it is not just a Rensselaer County IDA project. He wants both listed to show that it is collaboration. Bill Dunne explained that it would set up with benchmark payments. Justin Miller agreed that payments should be disbursed once certain performance measures have been met. He questioned if Rensselaer County IDA paid out similarly. Mr. Coblentz explained that they paid out in three payments. The \$47,000 will round out the previous \$3,000 to an even \$50,000. Monica Kurzejeski mentioned if you take into account the member dues and other fees, it is almost a match by the communities support.

Andrew Torres asked if the board was agreeing to make the agreement or pay funds out. Bill Dunne expressed interest in making a move to begin the process of creating an agreement that outlines the dispersment. It can be ready at the next meeting. It is a strong statement that the City and County will be working together. Laban Coblentz questioned if we take the step today can he say that support is being given by the City? He explained that it is very important to him when presenting to the private sector that both county and City are listed in support. The Chairman stated that he can say that we are in support and work out the language with Justin Miller. The Chairman asked if we were ready to make a motion.

**Ken Zalewski made a motion to start drafting an agreement.
Andrew Torres seconded the motion, motion carried.**

The Chairman congratulated Laban Coblentz and The Center of Gravity project.

- II. Review of minutes from the March 8, 2013 meeting. The board reviewed the minutes and made a motion to approve.

Andrew Ross made the motion to approve the minutes.

Bill Dunne seconded the motion, motion carried.

III. 207 Broadway, The Clark House

Jeff Buell went over the loan request for 207 Broadway. Justin Miller asked for financials on the building and the businesses currently there. Jeff Buell stated that all of that information will be furnished to the board for review. The recent assessment shows a value of \$200,000. Engineers have been through the building and it is structurally sound. The Chairman questioned if there was a basement. Mr. Buell explained that there is a very large basement that extends to the streets. The board also discussed the condition of the walls, roof and windows of the building. Bill Dunne asked what the \$100,000 would be used for. Mr. Buell advised that it would be to stabilize the building, façade and all new windows. He was aware that window replacement has to go before the Planning Commission. Monica Kurzejeski asked if the owners of the building have found anyone to occupy the first floor commercial spaces. Mr. Buell advised the board that they are currently looking for ideas, but has a good idea of what is going in the space. Bill Dunne questioned if Broadway News was going to stay. Jeff Buell advised that it would stay, but needs a facelift. He explained the project will be about \$1.2 Million once completed. Ken Zalewski praised the wine bar. It has brought something different to the area. Jeff Buell added that Vic has attracted people from out of the area that want to spend more time here. Justin Miller suggested creating a loan term sheet. It should take about 60 days to get there. The Chairman asked if the board has any other questions.

Andrew Ross made a motion to create a loan term sheet for 207 Broadway.

Ken Zalewski seconded the motion, motion carried.

IV. 9 First Street

Bill Dunne gave some background on the building on 9 First Street that has been unoccupied for several years. Jeff Buell talked to the board about the current condition of the building, stating that it needs a lot of work. He introduced Chris Cowell to the board. He will be his partner on this project and is a recent graduate of RPI. Mr. Cowell advised the board that he is more of a strategic planner. Wants to try and figure out a way to retain and foster talent in the City, "Troy Think Tank" Jeff Buell explained that the 1st floor would be retail and the upper floors residential. He may also be seeking funding from NYBDC and hopes to be working on it by the summer. The Chairman questioned how many residential units there would be. Jeff Buell advised there would be six. Justin Miller spoke about the steps needed to get the process started on the board's end. They may want to set up an LDA similar to the Neitzel Building. The Chairman asked if the board was ready to take any formal action. Several board members asked to see the property first. Jeff Buell advised that there is no insurance set up, but will sign a waiver.

Ken Zalewski made a motion to draft an LDA.

Andrew Ross seconded the motion and asked that we put a waiver into the paperwork to allow them access to the building, motion carried.

V. Property for sale on Hoosick Street and TAP Urban Initiatives

Bill Dunne made the motion to move to Executive Session to discuss the proposed acquisition, sale or lease of real property.

Andy Ross seconded the motion, motion carried.

Ken Zalewski made the motion to leave Executive Session.

Bill Dunne seconded the motion, motion carried.

The board returned from Executive Session with no action taken on either item.

VI. TAP Warehouse District

Monica Kurzejeski talked about her work with Lynn Kopka, City Council President, to start the process to add five warehouse buildings to a historic list. The response from SHPO was to add three more buildings that were involved in the collar & cuff industry. TAP has exhausted their funds and wanted to see if the LDC would have funding to do a \$5,000 matching grant. Monica Kurzejeski added that both the Council President and the Mayor are supportive of this project. Justin Miller suggested drafting an funding agreement if the board was in support of the project. The Chairman asked if there were any additional questions from the board.

Andrew Ross made the motion to draft an agreement in support of a \$5,000 matching grant.

Andrew Torres seconded the motion, motion carried.

VII. Vincent Douglas 50/50 Façade Grant Application

Monica Kurzejeski talked to the board about Vincent Douglas' 50/50 Façade Grant Application for work at 3301 Sixth Avenue, The Hot Spot 2. She provided some background on the project, his work history and his other establishment in Albany. He plans on having the 1st Floor his restaurant and the other floors residential. He is aware that the corner of Glen and Sixth is a very active spot and has been in contact with and is working with many of the community groups. He plans in investing \$110,000 and creating jobs.

The board discussed the project and how reimbursements would be determined. Bill Dunne suggested that it can be set up similar to some of the other grants we have done in the past where the applicant is required to submit proof of payment and then we will be able to reimburse at 50%. Andrew Ross clarified with the board if it is within our scope to offer grants. Bill Dunne advised that we have done grants for funding but not a "bricks and mortar" grant. We have, however, administered the NY MainStreet Grant. Andrew Torres suggested that we set up a separate account for grant funding if we are headed in that direction. The Chairman asked Monica to set up a grant structure and budget for this for the next meeting. Andrew Ross pointed out that grant money being given out will not generate any incoming funds. Ken Zalewski asked about the 50/50 grants we had done in the past. Bill Dunne explained that they were funded through CDBG. Monica Kurzejeski wanted to structure it the same as the Main Street program that we recently completed. For that program, the owner submits receipts and proof that funds were spent for the work on the scope. Ken Zalewski

expressed to the board that he did not want to become focused only on giving grants with no incoming funds. After further discussion and no decision, The Chairman decided to table the request until the next meeting where they can review the term sheet that Monica Kurzejeski will set up.

VIII. Essence Loan Agreement

Monica Kurzejeski gave background on Essence Beauty Salon. She talked about their project and the services they will offer. They submitted an EDAP application and are looking for \$12,000 to go towards equipment. Justin Miller questioned if we have set up a budget line for grants and loans. Monica Kurzejeski advised that there is a budget line for this year and we are within the amount. Andrew Ross asked if the applicant is going to be run the business end of it or work in the salon. Mrs. Kurzejeski explained that she is working on completing her business degree.

**Bill Dunne made a motion to set up a loan agreement for the amount of \$12,000.
Ken Zalewski seconded the motion, motion carried.**

IX. 720 6th Ave

Monica Kurzejeski wanted to let the board know of a large piece of property that was recently sold, 720 6th Avenue. She has spoken to the new owners and they may be looking for some assistance to improve the outside of the property. This is a large project in a residential area.

X. Old Business

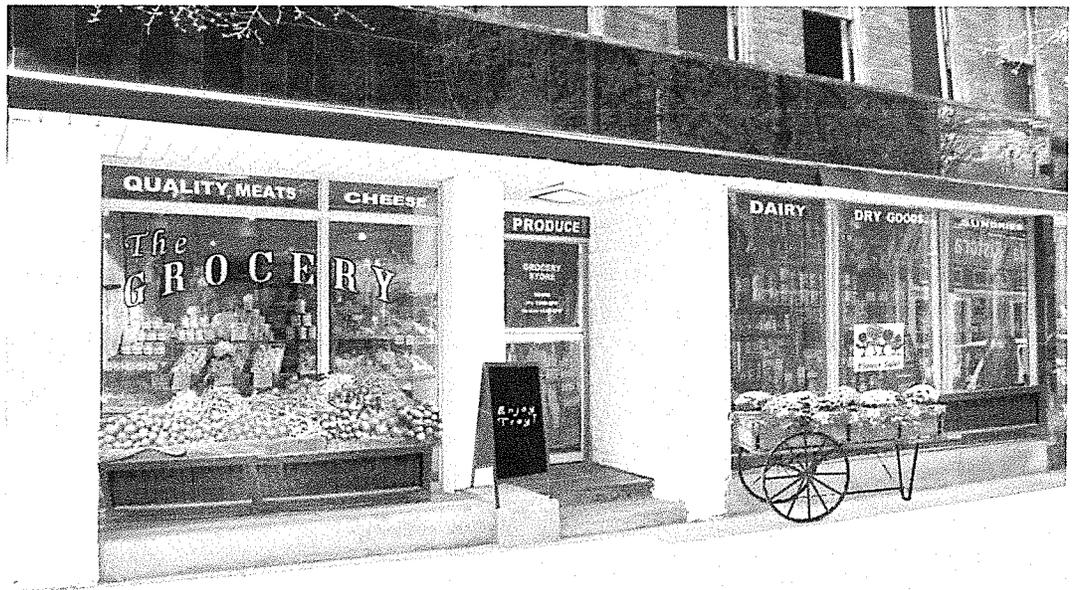
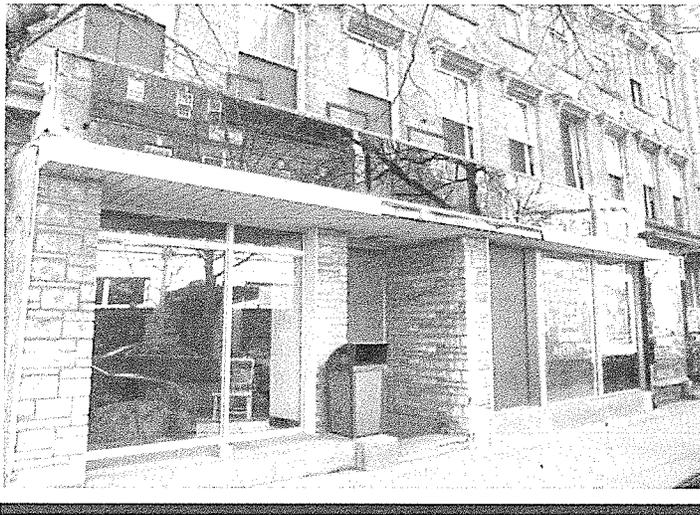
1. Selena Skiba advised the board that an electronic version of the Audit & Finance report was emailed to them and a formal meeting will be presented in May. Andrew Torres suggested setting up a formal meeting due to the large number of agenda items on our regular board meetings. Justin Miller questioned if the BST audit was completed and filed on time. He advised that the audit does need to be presented and approved by the board. He suggested that we start the process in March to allow time for review. Ashley Parslow from the ABO explained to the board that the Audit & Finance Committee can meet ahead of time to discuss before the full board meets.
2. Monica Kurzejeski discussed the tenants of the Marvin Neitzel building. She advised that she is working on an end date for tenants and eviction notice for Dan Doyle. Eko-logic has found a new home already. Selena advised the board that Old World Provisions loan has been restructured to work with his periods of high cash flow. She will bring to the next board meeting for their review. Justin Miller advised the board that the board can make a formal agreement next month.

XI. The Chairman thanked everyone for attending and invited the ABO to the next Audit & Finance Committee meeting.

**Ken Zalewski made a motion to adjourn.
Andrew Ross seconded the motion, motion carried.**

The meeting was adjourned at 11:00 a.m.

[The Clark House Planning Submittal]



Submitted by: Jeffrey Buell PHONE 518.944.8674 EMAIL jeffbuell@yahoo.com

EXECUTIVE SUMMARY

The Clark House rehabilitation is a development that aims to rehabilitate one of the most endangered buildings in Downtown Troy, restoring the former boarding house to its glory and reestablishing an important element in the Broadway streetscape.

The first phase of the redevelopment is a structural repair of the collapsing building, and redevelopment of the storefront retail.

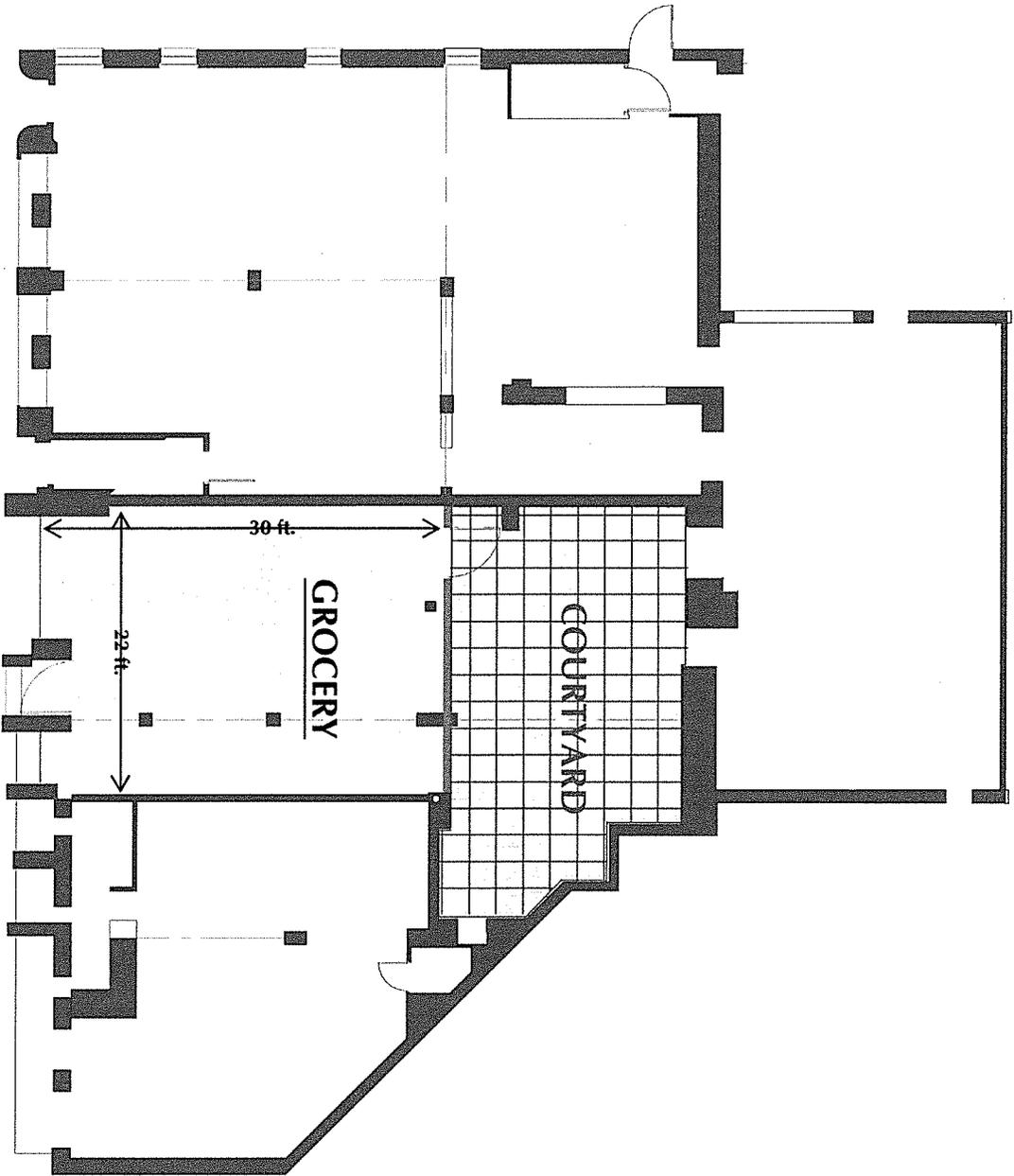
The Clark House will feature three storefront retails. The first is Broadway News, which has been a newspaper stand since the 1930's. We will restore the wooden ornate storefront, and address numerous utility issues.

The second storefront is featured on the front cover and will bring the much needed Grocery option into Downtown Troy. The space is 30 feet by 22 feet for a total of 660 square feet, though it will also make use of outdoor space during the warmer months. The store will feature a variety of goods that residents in Downtown Troy often talk about being able to access on a daily basis, but have to drive outside of the immediate area. The third storefront will be presented to the Planning Commission in the coming months.

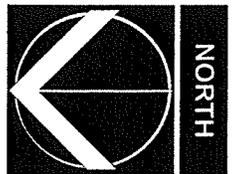
The exterior of 207 Broadway is in need of great repair. The upper floor brick will be pointed, stills will be restored, and the windows will be replaced. The ownership group has applied to the Troy Local Development Corporation for a \$100,000 loan to assist in the rehabilitation of the exterior.

The upper floors of the Clark House will be mothballed for future development as the owners, Vic Christopher and Heather LaVine focus on the retail and build a base, prior to tackling the upper three levels. As of May 1st, the building has been stabilized with the guidance of Ryan Biggs Associates and City Engineering. Two building permits are in place for the structural and an expansion of the Charles Lucas Confectionary. The latter is in the process of being subdivided into 12 Second Street.

Below is the required Site Plan Elements listing.



FIRST FLOOR



TAP, INC.
210 RIVER ST,
TROY, NY 12180

Project: 207 Broadway, Troy, New York

EXISTING FLOOR PLANS.

Project:

Client: **V. Christopher / J.**

Drawing: **Grocery Store Plan**



TROY
ARCHITECTURAL
PROGRAM, P.C.

Page

1
of one

1. Show the following information as notations on the site plan:

Attached

2. Indicate the applicant's full name and address and the property owner's name and address (if the same, show it as such)

The Clark House LLC

Owned by Vic Christopher and Heather LaVine

207 Broadway

Troy, NY 12180

4. Draw the locations of the curb lines of all streets and alleys adjoining the property and show the following:

Attached

5. Place a labeled north arrow on the plan.

Attached

6. Draw the locations of the buildings on adjacent properties and provide the following information:

a. Complete building dimensions: 84' X 71' Property is currently being subdivided to its original dimensions and will be 84' X 36'

b. Descriptions of existing uses of the building and the quantity of space so

used: The only existing use is Broadway News at west end of the building. The rest of the structure is vacant

c. Show the distances from the building to the nearest property line: The building has one neighbor to the West- the Clement Frame Shop. To the East is an alley. The North is Broadway, the South is the Charles Lucas Confectionery.

7. Draw the locations of the buildings on adjacent properties and provide the following information: (Clement Frame Shop)

a. Approximate dimensions of the buildings- 48' X 50'

b. Approximate distances to property lines- 0'

c. Describe uses of the buildings- Retail and Office

d. Identify the construction of the buildings- Brick

8. Describe your proposal fully and identify the following as part of the overall description:

a. Indicate the proposed future use of the property- See Executive Summary Above

b. Identify the area affected by the proposal: Exterior and interior rehabilitation of 207 Broadway. Initial interior transformation is 660 square feet of previously vacant retail space into a first floor grocery.

c. Describe hours of operation and the expected number of customers: Monday- Friday 11 a.m. to 8 p.m., Weekends 11 a.m. to 5 p.m., customers are downtown residents and visitors to the Charles Lucas Confectionery.

9. Locate and describe any existing and all proposed driveways, curb cuts and walkways. No curb cuts. Current sidewalk existing at the front of the structure.

10. Provide the following information to describe landscaping on the property:

a. N/A

b. Show all proposed new landscaping, trees and fences and identify it by species, size, number and spacing. The interior courtyard shared by 207 and 12 Second Street will feature some landscaping. The owner will also landscape the front of the building as the weather dictates. All improvements will be temporary with no permanent installation.

11. Prepare a scaled drawing of any proposed sign(s) and provide the following information:

a. Overall sign dimensions- Signage as the rendering shows, simple but elegant lettering on storefront windows. Lettering will be limited to improve vision into the store.

b. Sign colors- White Lettering on Glass

c. Method of illumination- Illuminated from the interior, down lit.

d. Approximate messages (ex: Sam's Deli, open 24 hours)- See rendering

e. Identify the installation height of the sign above grade- N/A

f. Show the sign(s) installation location(s)- N/A

g. Identify the type of sign proposed- Written on windows

12. Draw existing and/or proposed off street parking areas and provide the following information- N/A

13. Using arrows, show traffic circulation patterns to and from the site, and the direction of traffic of all adjoining streets and alleys- N/A

14. Provide topography lines or spot elevations if there is more than a five foot difference in elevation between any two points on the site- N/A

15. Show the locations and describe all exterior lighting not associated with parking- N/A

16. If additional pavement or roof area will be placed on the site, describe how storm drainage will be addressed and include the following information as it applies: N/A

17. Identify the locations of existing water supply and of existing sanitary sewerage lines will connect into. See site plan

18. Describe future trash collection provisions and include the following information: See site plan

a. Show where the trash will be accumulated on the property (dumpster locations, trash can locations, etc.)

b. Show where the trash will be collected (at the curb, in the alley, etc.)

c. Identify who will collect the trash (city collection, private commercial collection, transfer to landfill by tenants or property owner, etc.)

d. Identify what landfill the trash is expected to be transferred to.

19. Show the location of the nearest fire hydrant on the plan and describe any additional fire protective measures that exist or will be added to the property (sprinkler systems, smoke detectors, Siamese connection locations, alarms, etc.) Additional fire suppression systems will be added when the upper floors are redeveloped.

20. Submit a photograph of all buildings that are a part of your proposal and that shows the public notice signs have been posted. If no buildings are involved, submit a photo of the site. The photo is not required to be submitted with your application, but should be presented at the hearing of the proposal.

21. If modifications to the exterior of the building or new construction is proposed (such as an addition, entry alteration, new windows or doors, etc.), submit a sketch to indicate the shape of the proposed change, the color, the size, and the materials to be used. Attached

MHC

DEVELOPMENT

[The Rebirth of
9 1st Street]



Submitted by:

Jeffrey Buell
PHONE 518.944.8674

EMAIL jeffbuell@yahoo.com

EXECUTIVE SUMMARY

Two neighbors sit perched along this quiet block of First Street- one, the finest reclamation project you can find, the other, the most endangered building in historic Downtown Troy. The first is the iconic Rice Building- a rehabilitated landmark constructed in 1871 that stands as a beacon of pride for boosters of this upstate city.

To the south, its neighbor- the forgotten 9 First Street- a former book bindery screaming to be redeveloped. It has been vacant since 1996 when Code Enforcement ordered the building shuttered due to its uninhabitable state.

The building is in complete disarray- floors have gaping holes, the staircase has detached from the structure, and gut rehabilitation is required to generate any new value in the building.

MHC Development proposes to tackle those very problems. We see the development as an excellent opportunity to establish street front retail and upper floor residential apartments.

We have an exciting ownership group in place and propose the Troy LDC enter into a contract for the sale of 9 First Street on the following terms:

- An LDA agreement for two years that allows the developer access to the building to gain municipal approvals, seek financing, and engage in clean up and stabilization activities that will generate immediate value in the building. All improvements will be at the risk of the developer.
- Closing will take place at any point during the two year period as soon as proof of financing is in place.
- A sales tax agreement via the Troy LDC or the Troy IDA.
- Execute LDA agreement by June 15th.
- Purchase price will be \$10,000.

PROJECT DESCRIPTION

The proposed project located at 9 1st Street in Downtown Troy, between Broadway and State Street. The building is currently owned by the Troy LDC.

We believe strongly the first floor could be utilized perfectly as a retail space for a boutique restaurant that will be owned and operated by Chris Colwell, a majority partner on this redevelopment. Mr. Colwell's credentials and background are attached.

The upper floor residential rehabilitation will be undertaken by MHC Development, a company owned by Jeffrey Buell. Mr. Buell's credentials and background are below, and will be a minority partner on the development.

MHC is pursuing a number of financing options including SBA loans, Disabled Veterans opportunities, conventional lenders, and private equity investments.

Construction on the residential units will take approximately eight months. The restaurant will open shortly thereafter.

MARKET ANALYSIS

The apartment market in Downtown Troy continues to grow leaps and bounds each year. The units developed at 9 First Street will be dynamic and sought after by high quality tenants for years to come.

While retail continues to be a segment in the market that should be approached with caution, our idea for the boutique restaurant is geared to become a destination environment that urban communities are chasing more and more.

DEVELOPMENT ORGANIZATION

Owner: 9 First Street LLC, owned 51 percent by Christopher Colwell and 49 percent by Jeffrey Buell.

Lead Developer: MHC Development.

Management: MHC Management

Contractor: GSD Contracting

Architect: Design Interior Solutions

Engineer: Ryan Biggs

Site/Civil: RDM

HIGHEST AND BEST USE

The front of 9 First Street is in average condition, sporting a sharp brownstone look with a timeless marker etched "1862" from its initial construction more than 150 years ago. The reality is the building is sandwiched between its well maintained neighbors, which have provided excellent support through the years.

The deferred exterior maintenance is limited, meaning a majority of funds will be used to rehabilitate the upper floors and fit up the retail space.

FINANCIAL REQUEST

At this time we are not requesting any financial assistance from the LDC. Our goal is to revitalize this structure and return it to its place as a functioning asset in Downtown Troy.

DEVELOPMENT/OWNERSHIP TEAM

Jeffrey A. Buell, Project Developer and Owner

Jeff is formerly a Real Estate Development Executive with the United Group of Companies, in Troy, NY, a position he left to form MHC Development. MHC Mission Statement is simple- "Do It Right, Or Don't Do It At All." Focusing on the small details at the front of a potential development will eliminate surprises on the back end, and help ensure that financial projections hit the target.

Prior to forming MHC, Jeff worked under Walter Uccellini at the United Group of Companies and was in charge of all new student housing development. Since 2010, Jeff spearheaded the creation of four new assets in the Captial District totaling more than \$59 million. One of those assets is currently under construction, and the other three are cash flowing assets.



City Station West is a **\$16 million**, mixed use facility in Downtown Troy featuring 184 beds of graduate student housing for Rensselaer Polytechnic Institute and 17,000 square feet of retail space. As of the spring 2013, the building is 100 percent occupied/leased and accomplished a permanent financing in December of 2012.

City Station South is a **\$7.7 million**, 55-unit multi family housing complex that is the home to married students at RPI. Jeff negotiated a ten year revenue agreement with the school and parlayed it into 100 percent constuction financing from a regional lender.



College Suites @ Washington Square is a 264-bed student housing facility with total development costs above **\$16 million**. This development is the first student housing ever for Schenectady County Community College, and it achieved 80 percent occupancy in its first year, far exceeding expectations. An aggressive tax agreement, grants for curing land concerns, tremendous public/private relationship with SCCC, and an infill urban development, Washington Square is a great example of the profile project MHC intends to pursue, simply on a larger scale.

Prior to joining UGOC, Jeff enjoyed his time as the Economic Development Coordinator for the City of Troy where he learned the uphill battles that urban areas to stuggle with, and the advantages that can be had by those who can visualize the solid markets within them. Jeff began his career has a reporter for the Troy Record, twice earning Associated Press awards for coverage of ongoing events.

Jeff received his education from the College of Saint Rose in Albany NY, studying Communications and History. He lives on Burden Lake in Averil Park and is a lifelong resident of

the Capital District. He currently serves as the Chairman of the Board at True North Troy Preparatory School, and is a board member at the YMCA.

Christopher Colwell, Project Owner and Analyst

Chris is a lifelong resident of the Capital District that is preparing to graduate from Rensselaer Polytechnic Institute with an MBA in Supply Chain Management and Bachelor of Science Degree in Management and Mathematics.

Chris has been an active member of US Army since 2003, serving a total of 15 months in Iraq with the 82nd Airborne Division as a team leader during contact movements and reconnaissance operations. Chris was promoted to Drill Sergeant of the 95th Infantry Division where he developed, directed and supervised training programs for the Army. He was eventually promoted as an Information Systems Operator/Analyst for the 42nd National Guard Infantry Division.

Prior to being Honorably Discharged, Chris was awarded the **2007 Battalion Non Commissioned Officer of the Year and the 2008 Brigade Officer of the Year**. He is also a proud member of the Combat Infantryman's Association and the Disabled American Veterans.

While at Rensselaer, Chris worked closely with fellow students to study how an increased relationship between RPI and Troy could help grow the economy in the upstate City. He plans on further exploring this idea by creating business opportunities in Downtown Troy.

Chris is currently employed by Target as Engineering and Facility Group Leader specializing in organizational efficiency, risk assessment, problem solving and applying advanced mathematics to derivative market models.

David R Hubbard, Director of Construction Services

Dave will lead all construction activities at MHC after spending nearly 15 years in a variety of construction related fields- including work done for McDonald's, National Grid, CVS, Wal-Mart, Shaw's Grocery Stores, Crossgates Mall, Grand Union, Topps, Starbucks, Colonie Center, Adirondack Outlets, UW Marx, and Charlew Builders.

Most recently, Dave was the crew leader and foreman building single family homes throughout the Capital District.

With a keen understanding of building codes and tremendous hands on skills, Dave prides himself on bringing a job in on time and within budget. He recently earned a bachelor's degree in Business Administration from Sage College of Albany, graduating with honors.

In his down time, Dave is a wood worker and craftsman that owns A Walk In The Woods crafts with his wife of 15 years, Delia and their four children.

NEW YORK MAIN STREET PROGRAM MONITORING PLAN

The NYS Office of Community Renewal requires that all assisted projects be monitored and inspected during the seven year regulatory term to ensure maintenance of NYMS program investments. The Troy Local Development Corporation will be assisted by staff from the City of Troy Planning and Community Development Office, Code Enforcement and Assessor's Office to carry out the monitoring of each project. Updates will be given to the board as needed. Outlined below are the steps that will be taken and the department that will be responsible.

1. Beginning in November, the Office of Planning and Community Development staff will look up the NYMS Project Monitoring Sheet (located in the Economic Development folder on the g: drive) and identify which property owners are within the maintenance agreement terms.

-If the maintenance term of seven years has ended and the final maintenance inspection was satisfactory, a release will be sent to the grant recipient and a copy of the letter placed in the project file.

2. The Office of Planning and Community Development staff will verify the property owner's information with The City of Troy Assessor's office. If there is no change in ownership, correspondence will be sent to the recipient instructing them to set up an appointment with the Bureau of Code Enforcement within 30 days for their annual inspection.

-If there is a change in the property owner, contact will be made with the grant recipient to verify that the Property Maintenance Declaration was transferred to the new owner. If yes, an appointment will be set up with the new owner. If no, we will work to recoup the applicable grant funds.

3. Code Enforcement staff will set up an appointment with the grant recipient to inspect the property to ensure it is maintained according to the grant agreement. If there are violations, they will have 30 days to correct and/or no work has been started within six months, staff will recommend that the Corporation Counsel's office file to recoup the applicable grant funds.

This inspection will also be noted in Cityview, the system currently used by Code Enforcement to enter in complaints, permits and planning/zoning information. A paper copy will also be placed in their files.

4. Once the inspection is completed, Office of Planning and Community Development staff will track the outcomes on the NYMS Project Monitoring Sheet. A copy of this will be placed in the project file which is kept in the Planning Department.



TROY LOCAL DEVELOPMENT CORPORATION

518.279.7166

Date

Dear Property Owner:

RE: NYS MAINSTREET MONITORING

The Office of Community Renewal, Homes & Community Development requires that all assisted projects be monitored and inspected during the seven year regulatory term to ensure maintenance of New York Main State program investments.

This letter is to remind you that the program requires an annual Code Inspection of your business at _____. Please phone the City's Bureau of Code Enforcement at 279-7180 within 30 days of the date of this letter to schedule a Code Inspection of your business property and notify this office the day of inspection. If the Bureau of Code Enforcement inspector finds any deficiencies in during the inspection you will be required to correct them, as required by the terms of your "NYS Main Street Grant Maintenance Agreement"

Sincerely,

Executive Director

April 8, 2013

Kathe Kennedy
Indigo Hair, LLC
60 Second Street
Troy, New York 12180

Dear Ms. Kennedy,

The Troy Local Development Corporation (“TLDC”) proposes to grant the request by Indigo Organic Hair (the “Company”) for financial assistance under the following terms and conditions (“Term Sheet” or “Agreement”):

- Purpose: Capital to purchase new equipment for the salon and lab located at 60 Second Street.
- Amount: Twenty - five thousand dollars (\$25,000.00).
- Interest Rate: prime rate plus 1% - as of 4/8/13 rate would be 4.25%.
- Maturity: Sixty (60) months.
- Repayment: Monthly payments of principal and interest based on a five (5) year amortization schedule.
- Penalties: Five (5) percent of the monthly payment amount due if payment is more than fifteen (15) days late.
- Security Required: Promissory Note, Loan Agreement, Personal Guarantee from Ms. Kennedy and all equity owners of the Company, and Liens on the equipment purchased.
- Loan Closing and Disbursement of Proceeds: Loan Proceeds to be disbursed at closing as a reimbursement upon evidence of Company purchase and payment of the qualifying equipment. Loan Closing will be scheduled within 30 days from the date the TLDC receives evidence of Company purchase and payment of the qualifying equipment but not to exceed four months from the date of this Term Sheet.
- TLDC Closing Costs: Company to pay all reasonable TLDC attorneys’ fees and all recording and filing costs.
- Preconditions:
 - Submission of 2011 and 2012 tax returns for the Company, Ms. Kennedy and any other guarantors.
 - Submission of Company Organizational Documents, including Articles of Organization, Operating Agreement, Good Standing Certificate and Authorizing Resolutions.
 - Submission of Documentary evidence of fire and liability insurance on locations of businesses.

- Submission of details on all outstanding Company loans, subordination agreement(s) with other secured lenders.
- Sign and return this Term Sheet to TLDC by April 30, 2013.
- Reporting:
 - Provide annual tax returns and financial statements within forty-five (45) days of December 31st.
 - Submission of an annual employment plan to the TLDC by February 15 of each year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written.

by: _____ date: _____
Kathe Kennedy, Indigo Organic Hair

by: _____ date: _____
William S. Dunne, Executive Director

AUTHORIZING RESOLUTION

(Alicia T. Womack d/b/a Essence Hair Studio – Loan Agreement)

A regular meeting of the Troy Local Development Corporation was convened on May 10, 2013, at 8:30 a.m.

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

Resolution No. _____

RESOLUTION OF THE TROY LOCAL DEVELOPMENT CORPORATION AUTHORIZING (i) THE ISSUANCE OF A \$12,000 LOAN TO ALICIA T. WOMACK d/b/a ESSENCE HAIR STUDIO WITH RESPECT TO A CERTAIN PROJECT (AS DEFINED HEREIN) AND (ii) THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the Troy Local Development Corporation (the “Corporation”) is a duly-established, not-for-profit local development corporation of the State pursuant to Section 1411(h) of the Not-for-Profit Corporation Law (“N-PCL”) and a Certificate of Reincorporation filed on April 5, 2010 (the “Certificate”) established for the charitable and public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, **ALICIA T. WOMACK d/b/a ESSENCE HAIR STUDIO** (the “Company”), has requested assistance from the Corporation with a certain project (the “Project”) consisting of the acquisition and installation by the Company in and around 469 Fulton Street, First Floor, Troy, New York 12180 (the “Existing Improvements”) of certain items of equipment and other tangible personal property necessary and incidental for the operation by the Company of a retail taproom (the “Equipment”, and collectively with the Existing Improvements, the “Facility”) ; and

WHEREAS, in furtherance of the Project, the Company has requested financing from the Corporation in the form of a \$12,000.00 Loan (the “Loan”) to assist the Company to acquire and install the Equipment in and around the Existing Improvements; and

WHEREAS, the Corporation desires to authorize the issuance of the Loan, the terms of which have been presented at this meeting, and approve the execution and delivery of a Loan Agreement (“Agreement”), along with related documents, to memorialize the terms and conditions by which the Loan shall be extended by the Corporation, including the repayment thereof and security therefore.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE TROY LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby authorizes the provision of the Loan to the Company in furtherance of the Project. The Chairman, Vice Chairman and/or the Chief Executive Officer of the Corporation are hereby authorized, on behalf of the Corporation, to execute and deliver a Loan Agreement, along with related documents (collectively, the “Loan Documents”), in such form as prepared and approved by counsel to the Corporation and as approved by the Chairman, Vice Chairman and/or the Chief Executive Officer.

Section 2. The Secretary or Assistant Secretary of the Corporation are hereby authorized, where appropriate, to affix the seal of the Corporation to the Loan Documents and to attest the same, all with such changes, variations, omissions and insertions as the Chairman, Vice Chairman and/or Chief Executive Officer of the Corporation shall approve, and the execution thereof by the Chairman, Vice Chairman and/or Chief Executive Officer of the Corporation 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 checks, 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. These Resolutions 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:

	<i>Yea</i>	<i>Nea</i>	<i>Absent</i>	<i>Abstain</i>
Wallace Altes	[]	[]	[]	[]
William Dunne	[]	[]	[]	[]
Hon. Kenneth Zalewski	[]	[]	[]	[]
Andrew Ross	[]	[]	[]	[]
Andrew Torres	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

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

I, the undersigned Secretary of the Troy Local Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Troy Local Development Corporation (the " Corporation "), including the resolution contained therein, held on May 10, 2013 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 ____ day of _____, 2013.

Secretary

[SEAL]

LOAN AGREEMENT
TROY LOCAL DEVELOPMENT CORPORATION
BUSINESS LOAN FUND

THIS AGREEMENT made this 10th day of May, 2013 by and between the Troy Local Development Corporation, a not-for-profit local development corporation organized under the laws of the State of New York having its principal office and place of business at 433 River Street, Troy, New York 12180 (“TLDC”) and Alicia T. Womack d/b/a Essence Hair Studio, a sole proprietorship having an address of 469 Fulton Street, First Floor, Troy, New York 12180 (the “Borrower”);

WHEREAS, the Borrower has requested assistance from TLDC in connection with a certain project (the “Project”) consisting of the acquisition and installation by the Borrower in and around 469 Fulton Street, Troy New York (the “Existing Improvements”) of certain items of equipment and other tangible personal property necessary and incidental for the operation by the Borrower of a hair studio (the “Equipment”, and collectively with the Existing Improvements, the “Facility”); and

WHEREAS, in furtherance of the Project, the Borrower has applied to TLDC for financing in the form of a \$12,000.00 Loan (the “Loan”) the proceeds of which shall be used by the Borrower to pay for the acquisition and installation of certain items of the Equipment, to wit, those items of machinery and equipment set forth within Schedule A, hereto (hereinafter, the “Equipment” or “Collateral”); and

WHEREAS, in connection with approval of the Loan, TLDC wishes to enter into this Loan Agreement (“Agreement”) between the TLDC and the Borrower for purposes of memorializing the terms and conditions by which the Loan shall be extended by TLDC to the Borrower, including the repayment thereof and security therefore.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS AGREEMENT WITNESSETH:

That the Borrower in consideration of the Loan evidenced hereby and pursuant to a certain promissory note (the “Note”, dated as of the date hereof) and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Loan and the performance and observance by the Borrower of all covenants expressed herein, does hereby grant, bargain, sell, convey, transfer, and grant a security interest in, pledge and assign unto the TLDC for the securing of the performance of the obligations of the Borrower hereinafter set forth, the following:

The Collateral, including enumerated machinery and equipment described in Schedule A annexed hereto which currently is or shall become the property of the Borrower and subject to the lien and security interest of this Agreement, together with all accessions thereon.

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions: For the purpose of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

“Agreement” means this Loan and Security Agreement.

“Business Day” means any day other than a Saturday, Sunday, or public holiday in the State of New York or day upon which the banks in the County of Rensselaer, State of New York are authorized or ordered to remain closed.

“Borrower” means Alicia T. Womack d/b/a Essence Hair Studio, a sole proprietorship with a mailing address of 469 Fulton Street, First Floor, Troy, New York 12180.

“Event of Default” means the occurrence of any of the events listed in Section 8.1 hereof.

“Loan” means the loan made by the TLDC to the Borrower pursuant to this Agreement, in the principal sum not to exceed Twelve Thousand dollars (\$12,000.00).

“Project” means the acquisition and installation by the Borrower in and around 469 Fulton Street, Troy, New York (the “Existing Improvements”) of certain items of equipment and other tangible personal property necessary and incidental for the operation by the Borrower of a hair studio (the “Equipment”, and collectively with the Existing Improvements, the “Facility”).

“Related Documents” shall mean the Promissory Note(s), Security Agreement, and Personal Guarantees executed pursuant to this Loan Agreement.

“Term Sheet” shall mean an agreement entered into by and between the Borrower and the TLDC setting forth the proposed terms and conditions of the financial assistance proposed by the TLDC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations by the TLDC: The TLDC represents that:

A. It is a not-for-profit local development corporation and has full power and authority to consummate all transactions contemplated by this Agreement.

B. By resolution duly adopted by the TLDC, the TLDC has authorized the execution, delivery and due performance of this Agreement, and the taking of any and all action as may be required on the part of the TLDC to carry out, give effect to and consummate the transactions contemplated by this Agreement and all approvals necessary in connection with the foregoing have been received. This Agreement constitutes a valid and binding agreement of the TLDC, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights.

C. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the TLDC, or to the knowledge of the TLDC, any basis therefore, wherein an unfavorable decision, ruling, or finding

would materially adversely affect the transactions contemplated hereby, or which, in any way, would adversely affect the validity of this Agreement or any agreement or instrument to which the TLDC is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

2.2 Representations by the Borrower: The Borrower represents that:

A. The Borrower is an individual operating a sole proprietorship under a d/b/a which has the authority to enter into and/or perform obligations under this Agreement and has duly authorized the execution and delivery of this Agreement.

B. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any conflicting lien of any nature upon any of the property of the Borrower under the terms of any such instrument or agreement.

C. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, to which the Borrower is a party, and in which an adverse result would in any way diminish or adversely impact on the Borrower's ability to fulfill obligations under this Agreement.

D. The Borrower upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify TLDC in writing with full details regarding the same. The Borrower hereby releases TLDC from liability with respect to, and agrees to defend, indemnify, and hold harmless the TLDC, its executive director, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the TLDC in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, the Borrower agrees to pay the expenses of same to the TLDC upon demand.

E. No elected or appointed representative, member of a Board or Commission, or officer or employee of TLDC owns, beneficially or otherwise, any "interest" whatsoever in the Borrower.

F. The statements in the Schedule A are true and correct.

G. Borrower's financial statements submitted to TLDC and upon which TLDC relies in making this Loan, were prepared in accordance with generally accepted accounting principles consistently applied and are correct and complete in all material aspects and truly represent the financial condition of Borrower as at the date of each statement. There has been no material adverse change in the financial condition of Borrower since the date of the last statement submitted.

H. The Borrower has such trademarks, trademark rights, trade names, trade name rights, copyrights, patents, patent rights and licenses as to allow him to conduct his businesses as now

operated, without known conflict with the rights of others.

I. All necessary tax and similar returns have been filed and provision has been made for the payment of any taxes and assessments. Borrower has no knowledge of any claim for taxes which might become a lien upon its assets. All real property taxes, special franchise taxes and assessments, and water and sewer charges and capital charges are current.

ARTICLE III

THE LOAN AND SECURITY

3.1 Lending Clauses: Subject to the conditions and in accordance with this Agreement, the TLDC agrees to make a loan to the Borrower in the amount set forth in Section 1.1, and the Borrower agrees to borrow said amount from the TLDC.

3.2 Condition Precedent to Loan by TLDC: The obligation of the TLDC to make the loan to the Borrower provided for in Section 3.1 hereof is subject to the conditions set forth in Schedule C hereof.

3.3 Disbursement of Loan Proceeds; Documentation Required: Funds shall be disbursed to the Borrower by the TLDC as of the date hereof upon receipt from the Borrower of the following documentation:

A. An official signed invoice(s) from each vendor, which states the name, address and telephone number of the vendor and the amount paid.

B. The request shall specifically include an itemized list of the equipment purchased with the per unit cost, number of units purchased and the name of the manufacturer or supplier specified on the invoice or separately on letterhead stationery.

C. Only equipment identified in Schedule A which was ordered, transported and installed after approval of the Term Sheet shall be eligible to be reimbursed with funds provided by this Agreement.

3.4 Obligation of Borrower to Repay Loan; Terms and Manner of Repayment. The loan shall be evidenced by a certain Promissory Note dated as of the date hereof and secured by a certain Security Agreement also dated as of the date hereof, along with related UCC filings securing the Collateral.

A. Pursuant to the Promissory Note, interest shall accrue at the rate of Four and a Quarter Percent (4.25%) per annum from the date of the Promissory Note until paid.

B. Commencing on July 1, 2013, and continuing on the 1st day of each month thereafter for the following sixty (60) months, through and including June 1, 2018, the undersigned shall make consecutive, equal monthly payments of principal and interest.

C. The entire unpaid principal shall become due and payable on demand or on June 1, 2018 (the "Maturity Date").

D. Each time any installment of principal or interest hereunder is not paid when due or within fifteen (15) days thereafter, the undersigned agrees to pay a late charge of Five Percent (5%) of the monthly payment amount upon demand by the Troy Local Development Corporation.

E. The Promissory Note may be prepaid, in full, prior to maturity, without penalty to the undersigned.

F. The payments provided for in this Section 3.4 hereof shall be paid in check or money order payable to: Troy Local Development Corporation, and delivered to the City of Troy at Comptroller's Office, 433 River Street, Troy, New York 12180 or such address as designated by the TLDC.

3.5 Effective Date and Term; Obligation Unconditional:

A. This Agreement shall become effective upon its execution and delivery by the parties hereto, shall remain in full force from the date hereof and its term shall commence on said date and, subject to the provisions contained in Section 3.6 hereof, shall expire on such date as the principal of and interest on this Loan together with all other expenses or sums to which the TLDC is entitled to hereunder have been paid in full.

B. The obligation of the Borrower to make the payments as provided in this Agreement herewith shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the TLDC. The Borrower shall not suspend or discontinue any such payment or terminate this Agreement for any cause. Nothing contained herein shall be construed to prevent or restrict the Borrower from asserting any rights which the Borrower may have against the TLDC under this Agreement or under any provision of Law.

3.6 Repayment of Loan: The Borrower may, at its sole option, prepay the Loan in whole at any time, or in part on any date upon which the payment of principal and interest is due. Any prepayment pursuant to this Section 3.6 shall be without penalty or premium to the Borrower. A prepayment in part shall be in an amount not less than the amount equal to a single monthly installment of principal on this Loan. Any repayment in part shall be deemed to apply to the last maturing installment of the loan. If this Loan shall be prepaid in full, pursuant to this Section 3.6, the TLDC agrees to promptly execute such instruments of release as, in the reasonable judgment of the Borrower, may be necessary to discharge the lien arising out of this Agreement.

3.7 Grant of Security Interest: The Borrower hereby grants the TLDC a security interest in all of the right, title and interest of the Borrower in personal property as described in Schedule A.

ARTICLE IV

[RESERVED]

ARTICLE V

[RESERVED]

ARTICLE VI

COVENANTS OF THE BORROWER

6.1 Acquisition and Installation of Machinery and Equipment: The Borrower understands that the loan proceeds in the amount set forth in Section 1.1 shall be used solely for the purchase of Machinery and Equipment identified in Schedule A and shall be expended by the Borrower on the basis of actual purchases or orders made and completion of installation.

6.2 Creation of Employment: The Borrower shall make every reasonable effort to create 3 new full time and/or full-time equivalent positions at its facility located in Troy, New York in accordance with the requirements set forth in Schedule D. The Borrower will supply TLDC with a report of its job creation efforts on an annual basis by February 15 of each year. Actual job creation documentation will be in a form as prescribed by the TLDC.

6.3 Sale of Borrower Property: The Borrower shall notify the TLDC in writing 30 days in advance of its intention to sell, exchange or transfer the machinery or equipment described in Schedule A or of any impending foreclosure action related to the machinery or equipment described in Schedule A. In the event that the property described in Schedule A is sold, exchanged, transferred, foreclosed or otherwise disposed of or refinanced, the outstanding loan balance shall be immediately due and payable to the TLDC. If the Borrower relocates its operations, equipment, or facility outside the boundaries of the City of Troy, the outstanding loan balance shall be immediately due and payable to the TLDC.

6.4 Assignment of Loan Funds: The Borrower agrees that it shall not transfer or assign the obligations of this loan agreement to any other person, party, partnership, corporation or other entity without written approval of the TLDC, which shall not be unreasonably or untimely withheld.

6.5 Assurances of Governmental Approvals: The Borrower shall obtain all federal, state and local governmental approvals and permits required by law to be obtained by the Borrower in carrying out the Project.

6.6 Conflict of Interest: The Borrower understands that no member of any Board or Commission, elected official, officer or employee of the City of Troy or the TLDC, or its designees, or agents, no consultant, no member of the governing body or other public official of the City of Troy or TLDC who exercises or has exercised any functions or responsibilities with respect to the project during his or here tenure, shall have any interest, direct or indirect, prohibited by any applicable Federal, State, or local law, rule or regulation, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project or in any activity, or benefit therefrom, which is part of this project.

6.7 Disclaimer of Relationships: The Borrower acknowledges that nothing contained in this Agreement between the TLDC and the Borrower, nor any act of the Secretary of HUD, the City of Troy, or any of the parties, shall be deemed or construed by any of the parties, or by any third persons, to create any relationship of third party beneficiary, principal, and agent, limited or general partnership, or joint venture, or any association or relationship involving the Secretary.

- 6.8 Completion of Project: The Borrower assures that all project activities will be completed by the Borrower as specified in this Agreement. The Borrower guarantees that the project, including purchase of machinery and equipment as described in Schedule A, shall be completed by May 30, 2014. The Borrower further guarantees that the specified new jobs shall be created by the dates specified in Schedule D to this Agreement.
- 6.9 Limitation of Liability for Project Activities: The Borrower shall not hold the City of Troy or the TLDC liable for the failure to complete any activities which are a part of the project and specified in Schedule A.
- 6.10 [RESERVED]
- 6.11 Employment and Other Covenants: The Borrower further agrees as follows to:
- A. Work cooperatively with the TLDC in reporting on hiring employees under this Loan Program.
 - B. Cooperate fully in supplying the City of Troy and TLDC with information on the project needed to prepare any progress reports and Grantee Performance Reports (GPRs) required under the Community Development Block Grant program.
 - C. Grant representatives from the City of Troy and TLDC access to the site at all reasonable times, upon reasonable notice to the Borrower.
 - D. Supply documentation in the format determined by the TLDC to verify the purchase and installation of machinery and equipment.
 - E. Use its best efforts to attain the employment projections contained in the loan application, and as described in Schedule D.
- 6.12 Borrower shall permit TLDC to have access to, and examine at all reasonable times after giving Borrower reasonable notice, the properties, minutes books, books of account and financial records, and other pertinent business records, as they pertain to the expenditure of Loan funds and matching financing for this project.
- 6.13 Borrower shall assist City of Troy and TLDC in complying with the provisions of laws and statutes relating to the Loan, and agrees to be bound by the provisions of this Agreement, the Note or the Mortgage or other Security Agreements.
- 6.14 Borrower shall furnish to the TLDC promptly after their effective date, certified copies of all amendments or other documents modifying its Certificate of Incorporation, bylaws, or partnership agreement, or certificate of doing business.
- 6.15 Borrower shall not permit any change in ownership or control, including any reorganization, i.e.; under any statute, sale of assets, merger, consolidation, sale, exchange or securities or any agreement.
- 6.16 Borrower shall do all things necessary to preserve and keep in full force and effect Borrower's corporate existence, rights and franchise, (if applicable).

6.17 Borrower shall at all times keep proper books or records and accounts in accordance with generally accepted accounting principles consistently applied and shall furnish to TLDC:

A. Within forty-five (45) days after December 31, provide annual tax returns and financial statements that truly represent the Borrower's financial condition as at the close of such fiscal year.

6.18 The Borrower shall provide the TLDC with periodic employment reports, at the direction of the TLDC but no less than 30 days after the first and second anniversary dates of the Loan, to assure the TLDC that all employment projections and commitments are being met. This shall include such information from the Borrower as the date hired, income status at hiring, social security number, classification of job, sex, minority, name, address, assurance of equal opportunity, training programs utilized, etc. The TLDC will specify any further employee reporting requirements and the Borrower agrees to supply them. The Borrower shall, upon the anniversary date of the loan, also provide the TLDC with a description of the total number of employees in the employ of the Borrower for each year during the term of the loan. These reports shall be provided by the Borrower to the TLDC in the form of a certificate from its manager.

6.19 Upon request of the TLDC, Borrower shall provide such further information concerning their business affairs and financial condition as the TLDC may reasonably request.

6.20 Borrower shall comply, or cause compliance with, all statutes, rules, regulations and orders of any federal, state or municipal authority having jurisdiction over their properties, (e.g. NEPA and SEQR requirements, Fair Housing and Equal Opportunity, etc.) and agrees, upon request of TLDC, to provide all necessary reports demonstrating such compliance.

6.21 Borrower hereby authorizes TLDC to file any financing statement in respect to any security interest created pursuant to this Agreement which may at any time be required or shall, in the opinion of TLDC, at any time be desirable, notice of which shall be given immediately to Borrower. Borrower hereby irrevocably designates TLDC, its agents, representatives and designees as agents and attorney fact for Borrower for this purpose. In the event that any recording or refileing thereof (or filing of any statement of continuation or assignment of any financing statement) is required to protect and preserve such lien or security interest, Borrower shall, at its own cost and expense, cause the same to be recorded and/or refiled at the time and in the manner requested by TLDC. TLDC agrees to terminate any such financing statement upon the reasonable request of Borrower, to enable Borrower to replace machinery and equipment covered thereby, with other machinery and equipment needed for its operations; provided, however, that prior thereto, Borrower shall give TLDC a security interest on the replacement machinery and equipment equal in priority to the security interest granted pursuant to this agreement.

ARTICLE VII

INSURANCE

7.1 Borrower shall have and maintain insurance at all times with respect to the Premises, including both real and personal property (if applicable), against risks of fire, (including so called extended coverage), theft and such other risks as TLDC may reasonably require to protect its interest, containing such terms, in standard language and form, in an amount not less than 120% of any unpaid balance including principal and interest owed to TLDC, issued by a company subject to the filing and/or approval requirements of the New York State Insurance law and Regulations ("Insurance"). Such insurance shall be payable to TLDC as loss payee on personal property (as

TLDC's interest may appear thereon).

7.2 All insurance policies shall provide for a minimum of thirty (30) days written cancellation notice to TLDC.

7.3 Borrower shall deliver the insurance policies to or furnish TLDC with certificates or other evidence satisfactory to TLDC of compliance with the foregoing insurance provisions.

7.4 TLDC may to the extent of TLDC's interest act as attorney for Borrower, at TLDC's expense, in obtaining adjusting, settling such insurance and endorsing any drafts received in respect thereof, provided, however, that the same does not in any material way impair or compromise Borrower's interest, to the extent that Borrower's interest differs from TLDC's interest hereunder.

7.5 Borrower agrees to pay all insurance premiums when due; and if any insurance premiums be at any time overdue as evidenced by receipt of an overdue notice, the TLDC at its option pay such premium and the amount shall be added to the indebtedness.

7.6 Upon failure of the Borrower to comply with the above, the TLDC may, at its option and without affecting any of its rights or remedies provided herein procure the insurance protection it deems necessary and/or cause necessary repairs to be made to the extent necessary to protect TLDC's interest, the cost of either or both of which will be a lien against the collateral described in Schedule A added to the amount of the indebtedness secured hereby and payable on demand with interest at the legal rate.

7.7 Borrower hereby assigns to the TLDC, to the extent of any unpaid balance of the loan, any and all monies which may become due and payable under any policy of insurance protection necessary under this Agreement, including return of unearned premium, and directs any such insurance company to make payment directly to the TLDC and authorized the TLDC to endorse drafts or checks as agent for the company to apply such monies in payment on account of the indebtedness secured hereby whether or not due, or, at the sole option of the TLDC toward replacement of the collateral described in Schedule A, and to remit any surplus to the Borrower.

7.8 Indemnification: Borrower agrees to indemnify TLDC in respect of any costs, expenses or damages, including attorney fees, incurred by TLDC as a result of the negligence of the Borrower for which TLDC is held responsible, in whole or in part, by the highest court of competent jurisdiction, due to the fact that TLDC holds a security interest in other assets of Borrower, or has loaned monies to Borrower.

ARTICLE VIII DEFAULT

8.1 Events of Default: Any one or more of the following events shall constitute an "Event of Default" hereunder:

A. Failure of the Borrower to pay any installment of principal and interest when due and the continuation of such default for twenty (20) business days after receipt by the Borrower of written notice of such default from the TLDC.

B. Failure of the Borrower to observe and perform any covenant, condition, warranty, representation or agreement hereunder on its part to be performed (except the obligation to pay

principal and interest) and continuance of such failure for a period of 30 days after receipt by the Borrower of written notice specifying the nature of such default and Borrower fails to cure such noncompliance within said time, or, if such noncompliance is not of the type which can be cured within thirty (30) days.

C. The Borrower shall: (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admit in writing its inability, or be generally unable to pay its debts as such debts become due; (iii) make a general assignment for the benefit of its creditors; (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts; (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under the Federal Bankruptcy Code; or, (vii) take any action for the purpose of effecting any of the foregoing.

D. A proceeding or case shall be commenced against the Borrower in any court of competent jurisdiction, seeking: (i) the liquidation, reorganization, dissolution, winding up or composition or readjustment of debts of the Borrower; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of the Borrower or of all or any substantial part of its assets; or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding up or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 days, or any order for relief against the Borrower shall be entered in an involuntary case under the Federal Bankruptcy Code.

E. There shall be a default in respect of any evidence of indebtedness for money borrowed by the Borrower (or with respect to the performance of any obligations of the Borrower incurred in connection with any indebtedness for money borrowed) where the effect of such default is to accelerate the maturity of such indebtedness or to permit the holders thereof (or a trustee on behalf of such holders) to cause such indebtedness to become due prior to its stated maturity.

F. Any representation or warranty made by the Borrower herein or in any report, certificate, financial statement or other instrument furnished by the Borrower or any other party pursuant hereto shall prove to be false, misleading or incorrect in any material respect as of the date made.

G. Any "Event of Default" under any of the Related Documents of this Project by and between the TLDC and the Borrower shall occur and be continuing.

H. Failure of Borrower to comply, or cause compliance with, all statutes, ordinances, rules, regulations, and orders of any federal, state or municipal authority having jurisdiction over the premises.

I. If the Borrower disposes of all or substantially all of its assets by consolidation, merger or otherwise.

J. Material falsity of any statements, certificates, reports, representation or warranties made or furnished by the Borrower, or any officers or other representative thereof in connection with the making or the fulfillment of this Agreement, the security instruments, and other documents related to this transaction.

K. Suspension of all or a substantial part of the operations of Borrower conducted at the Existing Improvements except as is temporarily necessary in the regular course of Borrower's business.

L. Vacancy of all or a substantial part of the Existing Improvements except as temporarily necessary in the regular course of Borrower's business.

M. Failure to maintain in full force and effect valid life insurance policies, if originally required.

N. Failure to provide within ninety (90) days after the closing of the fiscal year financial statements truly representing the financial condition of Borrower at the close of such fiscal year and a statement of income.

O. Failure to comply with any of the terms and conditions of this Agreement, provided, however, that such failure continues for thirty (30) days after TLDC gives written notice to the Borrower of the noncompliance in question and Borrower fails to cure such noncompliance within said time, or, if such noncompliance is not of the type which can be cured within thirty (30) days, within a reasonable time.

P. Failure to comply with any of the terms and conditions of the Note thereof executed of even date herewith.

Q. Delinquency in payment of franchise tax, income taxes, withholding taxes, real property taxes, special assessments, water and sewer charges and capital charges, including interest penalties assessed thereon or other similar taxes, charges and assessments. "Delinquency" under this subsection shall not include payments actually made although made "under protest".

8.2 Remedies on Default: Whenever any Event of Default referred to in Section 8.1 A. through R. hereof shall have occurred and be continuing, the TLDC may take one or more of the following remedial steps:

A. The TLDC, upon written notice to the Borrower, may cause all principal amounts and/or installments payable under Section 3.6 hereof for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable.

B. The TLDC may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Borrower under this Agreement.

In the event that the Borrower fails to make any payment required in Section 3.4 hereof and the Promissory Note, the installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been paid.

8.3 Remedies Cumulative: The rights and remedies of the TLDC under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the TLDC allowed by law with respect to any default under this Agreement. Failure by the TLDC to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or

remedies upon default by the Borrower hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce by mandamus or other appropriate legal remedy a strict compliance by the Borrower with all of the covenants and conditions hereof or of the rights to exercise any such rights or remedies if such default by the Borrower be continued or repeated or of the right to recover possession of the project by reason thereof.

8.4 No Additional Waiver Implied by One Waiver: In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between the TLDC and the Borrower or any delay or omission on the part of the TLDC in exercising any rights hereunder shall operate as a waiver.

8.5 Effect on Discontinuance of Proceedings: In case any proceeding taken by the TLDC under this Agreement on account of any Event of Default hereunder shall have been discontinued or abandoned for any reason or shall have been determined adversely to the TLDC, then and in every such case, the TLDC shall be restored, respectively, to its former position and rights hereunder, and all rights, remedies, powers and duties of the TLDC shall continue as in effect prior to the commencement of such proceedings.

8.6 Agreement to Pay Attorney's Fees and Expenses: In the event the Borrower should default under any of the provisions of this Agreement and the TLDC should employ attorneys or incur other expense for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will, on demand, therefore pay to the TLDC the reasonable fees and disbursements of such attorneys and such other expenses so incurred.

8.7 Further Assurances: The Borrower will cooperate with the TLDC for the purpose of protecting the TLDC's interest in the project, and the sums due under this Agreement and including, without limitation, the execution of all Uniform Commercial Code financing statements requested by the TLDC. The TLDC is authorized if permitted by applicable law to file one or more Uniform Commercial Code financing statements disclosing any security interest in the project and the sums due under this Agreement without the signature of the Borrower or signed by the TLDC as attorney-in-fact for the Borrower. The Borrower will pay all costs of filing and financing, continuation or termination statements with respect to the project and this Agreement. The Borrower shall execute and deliver the instruments and assurances as the TLDC deems necessary or advisable for the implementation, effectuation, confirmation or perfection of this Agreement and any rights of the TLDC hereunder.

ARTICLE IX

REPRESENTATIONS

9.1 Survival of Representations, Warranties, Covenants and Agreements: All representations, warranties, covenants and agreements in this Agreement or in any papers or documents delivered herewith or pursuant or in any papers or documents delivered herewith or pursuant hereto shall survive the making of the Loan provided for herein and the delivery of the Promissory Note or any guaranty thereof, but shall terminate upon full payment of the loan.

ARTICLE X

NOTICE AND DEMANDS

10.1 Notices and Demands: Any notices or demands required by this Agreement, the Note or the Mortgage shall be in writing and delivered personally or mailed to the party entitled to such notice or demand at the addresses indicated in Section 13.8, or such other addresses as any party may notify the others in writing.

ARTICLE XI

SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns: This Agreement, and the Note or any guaranties thereof are binding upon and for the benefit of the respective successors and assigns of the parties.

ARTICLE XII

12.1 Prior Agreements Superseded: This shall completely supersede all other prior understandings or agreements either written and/or oral between the TLDC and the Borrower relating to the Loan.

12.2 Execution in Counterparts: This Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which shall constitute but one in the same instrument.

ARTICLE XIII

MISCELLANEOUS

13.1 Amendments: This Agreement may be amended only with the written consent of the TLDC and the Borrower or their duly authorized agents in writing.

13.2 Assignments: This Agreement shall not be assigned by the Borrower without the written consent of the TLDC.

13.3 Borrower waives the right of a jury trial in any action or proceeding brought in any Court by either party, or assigns, arising out of the subject matter of this Agreement or any Note or other obligation secured hereby.

13.4 This Agreement may not be changed, modified or discharged in whole or in part, and no right or remedy of the TLDC hereunder or under the Note may be waived by the TLDC unless such change, modification, discharge or waiver is in writing and signed on behalf of the TLDC by one of its duly authorized officers.

13.5 This Agreement has been executed in New York State and all rights, duties and obligations shall be governed by the laws of the State of New York. All terms used herein which are defined in the Uniform Commercial Code of New York shall have the same meaning herein as in the Code. This Agreement shall become effective when it is signed by Borrower and the TLDC.

13.6 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.7 Borrower shall immediately disclose to TLDC any material adverse change in its business or financial condition, including any change in information initially or periodically provided to the TLDC.

13.8 Notices: All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or when mailed by registered or certified mail, postage prepaid addresses as follows:

To TLDC: Troy Local Development Corporation
433 River Street
Troy, New York 12180
Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Borrower Alicia T. Womack d/b/a Essence Hair Studio
469 Fulton Street, First Floor
Troy, New York 12180

With a copy to: _____

SCHEDULE B

The borrower hereby acknowledges the following pending or threatened actions, suits, proceedings or investigations to which the borrower is, or may be, a party.

Borrower should provide a list of any such relevant matters to be included in this Schedule or "NONE" should be indicated.

'NONE'

SCHEDULE C

CONDITIONS PRECEDENT TO MAKING LOAN

The borrower shall provide documentation which shall include the following:

1. 2011 and 2012 tax returns of the Borrower and any and all guarantors.
2. Borrower organizational documents, including Articles of Organization, Operating Agreement, Good Standing Certificate and Authorizing Resolutions.
3. Documentary evidence of fire and liability insurance on locations of business.
4. Documentation of jobs currently existing (to establish base employment level), and those created or to be created.
5. Documentation on all outstanding Borrower loans, subordination agreements with any other secured lenders.

SCHEDULE D

DOCUMENTATION OF JOB CREATION EFFORTS

Job Creation Definitions

“Covered Jobs” means any and all positions created as a direct result of the Project as described in Schedule A.

“Family” means all persons living in the same household who are related by birth, marriage or adoption.

“Household” means all the persons who occupy a housing unit.

“Low and Moderate Income Person” means a member of a family having an income equal to or less than the Section 8 low income limit established by HUD. Unrelated individuals shall be considered as one person families for this purpose.

For the purpose of this Agreement, a covered job will be considered to be held by a low or moderate income person, if at the time that the new position is first filled, adequate documentation is obtained from the new employee regarding the annualized total income of all family members prior to the date of employment in the covered job.

In calculating covered jobs the following will apply:

- (a) Only permanent jobs will be counted; temporary and construction jobs will not be counted.
- (b) Jobs of 35 or more hours per week will be considered as one full-time job. Part-time permanent jobs of less than 35 hours per week will be converted to full-time equivalent jobs by dividing the number of part-time hours by 40.
- (c) Seasonal jobs will only be considered to be permanent jobs if the duration of the working period is long enough to classify the job as the employee’s principal occupation.

The Borrower shall make every effort to create the following new full-time or full-time equivalent jobs within **three (3)** years after the completion of the project. “Completion of the Project” shall mean that **the buildings have been constructed, equipment purchased and installed**, and this project is fully operational.

The “Completion of the Project” shall occur no later than May 30, 2014.

EMPLOYMENT PLAN

NYS Emp. Reg. No: _____

COMPANY NAME **Essence Hair Studio**

ADDRESS: **469 Fulton Street, First Floor
Troy, New York 12180**

CONTACT PERSON: _____
(Name & Title)

TELEPHONE NO: _____

TYPE OF BUSINESS: _____

LOAN/LEASE SIGNATORY: _____

Current Jobs Full-Time By Occupation			Projection of New Permanent Full-Time Jobs			
Permanent Occupations In Company	Base Annual Salary or Hourly Wage	Number of Employees (1)	1 st Year (2)	2 nd Year (3)	3 rd Year (4)	Total New Jobs (5)
Professional						
Clerical						
Sales						
Service						
Construction						
Manufacturing – Superv.						
Skilled						
Semi-Skilled						
Unskilled						
Other (Describe)						
Total						
Total:						

The employees of our firm are not are X currently covered by a collective bargaining agreement with (name of International union and Local union number): _____.

Union Contract Person (address/phone number): _____

Contract expiration date: _____ Number of employee covered: _____

Prepared by: _____

Title: _____

Signature: _____ Date: _____

[SIGNATURE PAGE TO LOAN AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
May 10, 2013.

TROY LOCAL DEVELOPMENT CORPORATION

By: _____
Name: Wallace Altes
Title: Chairman

ALICIA T. WOMACK d/b/a ESSENCE HAIR STUDIO

By: _____
Name: Alicia T. Womack
Title: Sole Proprietor

[NOTARY PAGE TO LOAN AGREEMENT]

State of New York)
County of Rensselaer) *ss.:*

On the 10th day of May in the year 2013, before me, the undersigned, personally appeared WALLACE ALTES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York)
County of Rensselaer) *ss.:*

On the 10th day of May in the year 2013, before me, the undersigned, personally appeared ALICIA T. WOMACK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

RESOLUTION

(Old World Provisions, Inc. BEDI Business Loan Fund)

A regular meeting of the Troy Local Development Corporation was convened on _____, 2013, at _____ [a.m./p.m.]

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

Resolution No. _____

RESOLUTION OF THE TROY LOCAL DEVELOPMENT CORPORATION AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF THE SECOND MODIFICATION TO LOAN AGREEMENT AND ANY AND ALL RELATED DOCUMENTS WITH RESPECT TO THE PROPERTY LOCATED AT 10 INDUSTRIAL PARK ROAD IN THE CITY OF TROY

WHEREAS, pursuant to Section 1411 of the Not-For-Profit Corporation Law ("N-PCL" or the "Law") of the State of New York, the **TROY LOCAL DEVELOPMENT CORPORATION** (hereinafter called the "Corporation") was created with the authority and power to own, lease and sell property for the purpose of, among other things, relieving and reducing unemployment and providing for additional and maximum employment, bettering and maintaining job opportunities and encouraging the development of, or retention of, an industry in the community or area as authorized by the Law; and

WHEREAS, the Borrower previously requested assistance from the Troy Industrial Development Authority ("TIDA") and TLDC in connection with a certain project (the "Project") consisting of (i) the acquisition by TIDA of fee title to or a leasehold interest in one or more parcels of real property located at 10 Industrial Park Road, Troy, New York 12180 (the "Land") and the existing improvements and approximately 9,000 sf building located thereon, if any (the "Existing Improvements"), (ii) the renovation, refurbishment and equipping of the Existing Improvements and construction and installation of an approximately 10,000 sf refrigerated warehouse addition to the Existing Improvements for use as an integrated mat processing and warehouse facility (collectively, the "Improvements"), and (iii) the acquisition and installation by the Borrower in and around the Improvements of certain items of equipment and other tangible personal property necessary and incidental in connection with the Borrower's relocation of employees to the Project facility (the "Equipment", and collectively with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, in furtherance of the Project, the Lender and Borrower previously entered into a certain Loan Agreement and Security Agreement, each dated as of December 9, 2008 relating to a certain \$250,000.00 Loan (the "Loan"), as evidenced by a certain Note executed by the Borrower, also dated December 9, 2008 (the "Note"), all in connection with the acquisition of certain items of the Equipment, to wit, those items of machinery and equipment (hereinafter, the "Collateral"); and

WHEREAS, pursuant to a loan modification agreement entered into by and between the

Lender and Borrower dated November 6, 2009 (the "Modification") the form of collateral securing the Loan was exchanged from the Equipment to a personal Guaranty (the "Guaranty") and second mortgage (the "Mortgage") on the primary residence of Mark Shuket, President of the Borrower (hereinafter, the "Guarantor"); and

WHEREAS, the Borrower has requested the Lender to modify the Loan Agreement and Note (collectively, the Second Modification) to amend the Loan repayment terms in order to align with Borrower's financial plan and cash flow cycles; and

WHEREAS, the Second Modification and related documents have been negotiated and are presented at this meeting for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TROY LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Chairman, Vice Chairman and/or the Executive Director of the Corporation are hereby authorized, on behalf of the Corporation, to execute and deliver the Second Modification to Loan Agreement and related documents in the form presented at this meeting with such changes as shall be approved by the Chairman, Vice Chairman and/or the Executive Director upon execution.

Section 2. The Secretary or Assistant Secretary of the Corporation is hereby authorized, where appropriate, to affix the seal of the Corporation to the Second Modification to Loan Agreement and to attest the same, all with such changes, variations, omissions and insertions as the Chairman, Vice Chairman and/or Executive Director of the Corporation shall approve, the execution thereof by the Chairman, Vice Chairman and/or Executive Director of the Corporation to constitute conclusive evidence of such approval; provided in all events recourse against the Corporation is limited to the Corporation's interest in the Loan Agreement.

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.

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

	<i>Yea</i>	<i>Nea</i>	<i>Absent</i>	<i>Abstain</i>
_____	[]	[]	[]	[]
_____	[]	[]	[]	[]
_____	[]	[]	[]	[]
_____	[]	[]	[]	[]
_____	[]	[]	[]	[]
_____	[]	[]	[]	[]
_____	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

I, the undersigned Secretary of the Troy Local Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Troy Local Development Corporation (the " Corporation "), including the resolution contained therein, held on _____, 2013 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 ____ day of _____, 2013.

Secretary

[SEAL]

EXHIBIT A

[Second Modification of Loan Agreement]

Attached hereto

SECOND MODIFICATION
TO
LOAN AGREEMENT

TROY LOCAL DEVELOPMENT CORPORATION
BUSINESS LOAN FUND

THIS SECOND MODIFICATION TO LOAN AGREEMENT made this 10th day of May, 2013 by and between the Troy Local Development Corporation, a not-for-profit local development corporation organized under the laws of the State of New York having its principal office and place of business at 433 River Street, Troy, New York 12180 (“TLDC” or the “Lender”) and Old World Provisions, Inc., a domestic business corporation organized under the laws of the State of New York, with a mailing address of 10 Industrial Park Road, Troy, New York 12180 (the “Borrower”);

WHEREAS, the Borrower previously requested assistance from the Troy Industrial Development Authority (“TIDA”) and TLDC in connection with a certain project (the “Project”) consisting of (i) the acquisition by TIDA of fee title to or a leasehold interest in one or more parcels of real property located at 10 Industrial Park Road, Troy, New York 12180 (the “Land”) and the existing improvements and approximately 9,000 sf building located thereon, if any (the “Existing Improvements”), (ii) the renovation, refurbishment and equipping of the Existing Improvements and construction and installation of an approximately 10,000 sf refrigerated warehouse addition to the Existing Improvements for use as an integrated mat processing and warehouse facility (collectively, the “Improvements”), and (iii) the acquisition and installation by the Borrower in and around the Improvements of certain items of equipment and other tangible personal property necessary and incidental in connection with the Borrower’s relocation of employees to the Project facility (the “Equipment”, and collectively with the Land, the Existing Improvements and the Improvements, the “Facility”); and

WHEREAS, in furtherance of the Project, the Lender and Borrower previously entered into a certain Loan Agreement and Security Agreement, each dated as of December 9, 2008 relating to a certain \$250,000.00 Loan (the “Loan”), as evidenced by a certain Note executed by the Borrower, also dated December 9, 2008 (the “Note”), all in connection with the acquisition of certain items of the Equipment, to wit, those items of machinery and equipment (hereinafter, the “Collateral”); and

WHEREAS, pursuant to a loan modification agreement entered into by and between the Lender and Borrower dated November 6, 2009 (the “Modification”) the form of collateral securing the Loan was exchanged from the Equipment to a personal Guaranty (the “Guaranty”) and second mortgage (the “Mortgage”) on the primary residence of Mark Shuket, President of the Borrower (hereinafter, the “Guarantor”); and

WHEREAS, the Borrower has requested the Lender to modify the Loan Agreement and Note (collectively, the Second Modification) to amend the Loan repayment terms in order to align with Borrower’s financial plan and cash flow cycles; and

WHEREAS, the Lender has approved the Borrower’s request for the Second Modification and the parties hereto desire to memorialize same within this Second Modification to Loan Agreement, which shall have the effect of (i) modifying the Loan repayment terms within the Loan Agreement, and (ii) amending and restating the Note in accordance with this Second Modification.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS AGREEMENT WITNESSETH:

Section 1. Modification of Loan Agreement. Lender and Borrower hereby agree that the Loan Agreement is hereby amended as follows, and that all other provisions, covenants, representations, obligations and indebtedness contained within the Note and Loan Agreement shall remain in full force and effect.

(a) Commencing on May 1, 2013, Interest shall accrue at the rate of Three and 25/100 percent (3.25%) per annum on the remaining principal balance.

(b) Commencing on June 1, 2013, Borrower shall make monthly interest payments in accordance with the attached Schedule of Amortization ("Schedule A").

(c) Commencing on July 1, 2013, Borrower shall make quarterly principal payments in accordance with the attached Schedule of Amortization ("Schedule A").

Section 2. Amendment and Restatement of Promissory Note. Lender and Borrower hereby agree to amend and restate the Promissory Note in accordance with this Second Modification of Loan Agreement as attached hereto as Schedule B.

Section 3. Borrower Representations and Covenants. The Borrower hereby represents, covenants and restates all representations and covenants of the Borrower set forth within the Application submitted to Lender, along with all representations and covenants set forth within the Note and Loan Agreement, as modified, such Note and Loan Agreement having been entered into by the Borrower to secure the payment of the principal of and interest on the Loan and the performance and observance by the Borrower of all covenants expressed therein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 10th day of May, 2013.

TROY LOCAL DEVELOPMENT CORPORATION

By: _____
Name: **Wallace Altes**
Title: **Chairman**

OLD WORLD PROVISIONS, INC.

By: _____
Name: **Mark S. Shuket**
Title: **President**

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

On the _____ day of May in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Wallace Altes 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 RENSSELAER)

On the _____ day of May in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark S. Shuket 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

SCHEDULE A

SCHEDULE OF AMORTIZATION

SCHEDULE B

AMENDED AND RESTATED PROMISSORY NOTE