

SUPPORT AND MARKETING AGREEMENT

THIS SUPPORT AND MARKETING AGREEMENT (the "Agreement") dated as of the 1st day of October, 2018 by and between SARATOGA ECONOMIC DEVELOPMENT CORPORATION, a New York not for profit corporation with its principal office located at 28 Clinton Road, Saratoga Springs, New York 12866 (hereinafter referred to as "SEDC") and TOWN OF CLIFTON PARK INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation with its principal office located at Clifton Park Town Hall, One Town Hall Plaza, Clifton Park, New York 12065 (hereinafter referred to as "CPIDA") (each a "party," and collectively the "parties").

RECITAL:

WHEREAS, SEDC is a private sector, not for profit, consulting firm that works to create jobs and promote economic development in Saratoga County, New York (the "SEDC Mission"), which such county includes the Town of Clifton Park ("Clifton Park"); and

WHEREAS, the CPIDA is a public benefit corporation created to promote, develop, encourage and assist in the construction and expansion of industrial and commercial facilities in Clifton Park in order to advance the job opportunities and economic welfare of the citizens of Clifton Park, (the "CPIDA Mission"); and

WHEREAS, in order to help achieve the CPIDA Mission, the CPIDA provides financial assistance to qualifying commercial and industrial entities which apply for same (the "Recipients");

WHEREAS, in conjunction with CPIDA, SEDC has sponsored, and will continue to sponsor, various applicants for financial assistance from CPIDA, some of which applicants become Recipients (the "Economic Development Efforts"); and

WHEREAS, through the Economic Development Efforts, SEDC helps CPIDA achieve the CPIDA Mission; and

WHEREAS, in recognition of the Economic Development Efforts, the CPIDA is willing to share, and SEDC wishes to share, the administrative fees (the "Fees") collected by the CPIDA (the "Fee Split") in association with the Recipients' applications for financial assistance (the "Applications"); and

WHEREAS, for purposes of this Agreement, the Fees are defined as any and all administrative fees collected by the CPIDA in connection with any Recipient's Application which are sponsored by SEDC and which bear SEDC's logo on such Application;

WHEREAS, the Fee Split will provide additional revenue to SEDC to help fund the SEDC Mission, and continue with the Economic Development Efforts;

NOW THEREFORE, in consideration of the foregoing premises, and the terms, mutual covenants and conditions set forth in this Agreement, and for other good and valuable consideration, the parties desiring to be legally bound, agree as follows:

1. Fee Split. The parties agree that from the date of execution of this Agreement upon a closing relating to a Recipient's Application CPIDA shall remit to SEDC in the manner described in Section 2 hereof a Fee Split equal to 50% of the administrative fee paid to CPIDA by such Recipient

provided, however, in no event shall the fees due and owing to SEDC hereunder with respect to a Recipient's Application exceed \$75,000.00.

2. Procedure

2.1 Within thirty (30) days of closing on a SEDC-sponsored Recipient's Application, CPIDA will provide the Fee Split to SEDC at the address noted above.

2.2 As a condition of the Fee Split, SEDC agrees to provide to CPIDA, at least annually, an itemized report detailing in what capacity it utilized the Fee Split to further the SEDC Mission and/or the CPIDA Mission.

3. Term

3.1 This Agreement shall remain in full force and effect from the date of execution unless and until otherwise terminated for any reason by either party hereto with sixty (60) days written notice to the other.

4. Miscellaneous.

4.1 Construction -- This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

4.2 Counterparts -- This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

4.3 Headings -- Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

4.4 Severability -- If any provision of this Agreement is declared void or ineffective, that declaration will not affect the validity of any other provision of this Agreement.

4.5 Waiver -- No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

4.6 Gender -- All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

4.7 Amendment — This Agreement cannot be changed orally but only by an agreement in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 15 day of October, 2018

SARATOGA ECONOMIC DEVELOPMENT CORPORATION

By: _____

Dennis Brobston
Title: President

TOWN OF CLIFTON PARK INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Jonathan Schopf
Title: Chairman

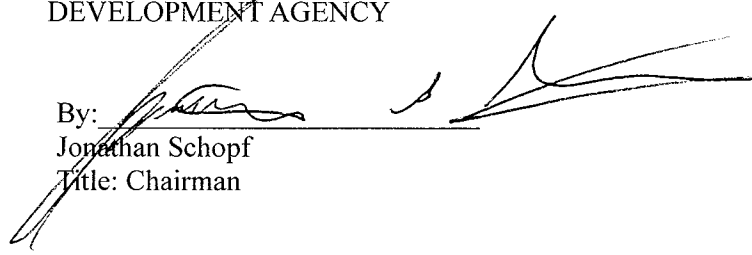
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Title: President

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By: _____
Jonathan Schopf
Title: Chairman

A handwritten signature in black ink, appearing to read 'Jonathan Schopf', is written over a horizontal line. The signature is stylized and extends to the right of the line.