

RESOLUTION AUTHORIZING GRANT OF TEMPORARY LICENSE TO UNITED AIRCRAFT TECHNOLOGIES, INC. TO OCCUPY AND USE CERTAIN SPACE IN THE QUACKENBUSH BUILDING

WHEREAS, the Rensselaer County Industrial Development Agency (the IDA) has obtained a lease on the Third Floor of the Quackenbush Building in Troy, NY for the purpose of sub-leasing or licensing portions thereof to start-up companies or other small enterprises in order to encourage the development of new businesses and industries in Rensselaer County; and

WHEREAS, UNITED AIRCRAFT TECHNOLOGIES, INC. is interested in obtaining a license from the IDA to occupy and use approximately 254 square feet of that space for use as general office space, and for any other uses which may be agreed upon between the IDA and UNITED AIRCRAFT TECHNOLOGIES, INC., in furtherance of UNITED AIRCRAFT TECHNOLOGIES, INC.'s business; and

WHEREAS, the granting of a license to UNITED AIRCRAFT TECHNOLOGIES, INC. upon the terms and conditions set forth in the attached agreement would be in furtherance of the purpose, goals, and objectives of the IDA; now therefore be it

RESOLVED, that the Chairman of the IDA is hereby authorized to execute a license agreement in favor of UNITED AIRCRAFT TECHNOLOGIES, INC., substantially as set forth in the attached agreement, subject to approval thereof as to form by Agency Counsel.

Resolution ADOPTED by the following vote:

Ayes: 6

Nays: 0

Abstain: 0

March 12, 2020

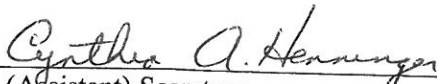
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

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

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 12th day of March, 2020.



(Assistant) Secretary

(SEAL)

TEMPORARY LICENSE AGREEMENT

It is hereby AGREED by and between THE RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY (hereinafter the "IDA") having its principal office at 1600 7th Avenue, Troy, NY, and United Aircraft Technologies, Inc. having its principal office at 30-34 Third Street, Troy, NY 12180, and Quackenbush Properties, LLC, having its principal office at 297 River Street, Troy, NY, as follows:

ARTICLE I THE LICENSED SPACE

- 1.01.1. The IDA has leased from Quackenbush Properties, LLC, the entire third floor of the Quackenbush Building (the Building) located at 333 Broadway, Troy, New York. The IDA hereby grants to United Aircraft Technologies, Inc. a **Temporary License** to temporarily use and occupy a portion of that third floor (the "Licensed Space") consisting of approximately 454 square feet in the space known as Suite 330, for use as general office space, or such other use as may hereafter be agreed upon between the IDA and United Aircraft Technologies, Inc. in writing. The exact area within suite 330 to be licensed to and used by United Aircraft Technologies, Inc. shall be as specified by the IDA in consultation with United Aircraft Technologies, Inc. United Aircraft Technologies, Inc.'s License shall also include the non-exclusive right to use, in common with the IDA and other IDA licensees, the common areas of the third floor, consisting of corridors and bathrooms which are not licensed exclusively to others, nor otherwise designated as private. United Aircraft Technologies, Inc.'s License shall also include the non-exclusive right to use, in common with the IDA and other IDA licensees, and other occupants of the Building, the common areas of the Building, to the same extent that the IDA is allowed to use them by the terms of the lease between the IDA and Quackenbush Properties, LLC, including the use of sidewalks, entryways, hallways, stairways, elevators, and restrooms. United Aircraft Technologies, Inc.'s License shall also include the right to use all cabling and communications appurtenances located in the Licensed Space.
- 1.01.2. It is understood that the IDA cannot grant to United Aircraft Technologies, Inc. by license any greater rights in the premises than the IDA has received from Quackenbush Properties, LLC under the lease between the IDA and Quackenbush Properties, and United Aircraft Technologies, Inc.'s License is subject to the terms and conditions of that lease, an abstract of which is attached hereto as Attachment A.

ARTICLE II TERM of the LICENSE

- 2.01. The term of this temporary License shall commence on the first day that United Aircraft Technologies, Inc. is granted occupancy by the IDA and shall expire three days after United Aircraft Technologies, Inc. gives written notice to the IDA of its intent to vacate the licensed space, or May 31, 2020, whichever shall come first.

ARTICLE III LICENSE FEE

- 3.01. The License Fee shall be \$12.25 per day to be paid as follows: upon assuming occupancy the *per diem* amount due for the remaining days of that month shall be paid by United Aircraft Technologies, Inc. to the IDA. Thereafter the *per diem* total (\$367.50) for each successive month shall be paid on or before the first day of the month. Upon termination of the Temporary License any unearned *per diem* amounts will be refunded to the Licensee.

ARTICLE IV SERVICES

- 4.01. It is understood that Quackenbush Properties, LLC is responsible for providing certain utilities and services to the Third Floor of the Building pursuant to the Lease between Quackenbush Properties, LLC and the IDA, an abstract of which is attached hereto as Attachment A. United Aircraft Technologies, Inc., as a Licensee of the IDA, is entitled to those utilities and services to the same extent as the IDA is entitled thereto. Should United

Aircraft Technologies, Inc. have any difficulty in obtaining the utilities or services to which it is entitled, United Aircraft Technologies, Inc. shall notify the IDA and the IDA shall, on behalf of United Aircraft Technologies, Inc., take all reasonable steps to enforce the obligations of Quackenbush Properties, LLC with respect thereto.

ARTICLE V LIMITATIONS ON USE OF THE PREMISES

- 5.01. United Aircraft Technologies, Inc. agrees not to do, or permit anything to be done, in the Licensed Space or in the common areas to which it has access under this License Agreement, or to keep anything therein, which will create a serious hazard to the person or property of others; or which will obstruct or interfere with the rights of other tenants or licensees in the building; or violate any law or governmental regulation; or do, or permit, any act which would constitute a violation of any term or requirement of any insurance policy upon the premises or property therein. United Aircraft Technologies, Inc. may not conduct any extra-hazardous activities on the premises.

ARTICLE VI REPAIRS AND JANITORIAL SERVICES

- 6.01. United Aircraft Technologies, Inc. shall take good care of the Licensed Space, and shall be responsible for the cost of any special cleaning or repairs to the Licensed Space necessitated by the intentional or negligent acts of United Aircraft Technologies, Inc.'s agents, employees or guests, and shall surrender up the Licensed Space upon termination of the License in as good condition as when it was received, reasonable wear and tear excepted.
- 6.02. Quackenbush Properties, LLC will maintain the common areas of the Third Floor and the Building in good order and condition.
- 6.03. Quackenbush Properties, LLC will perform light janitorial services in the Licensed Space and common areas, to include cleaning of bathrooms, vacuuming and trash removal, according to its lease obligations to the IDA, an abstract of which lease is attached hereto as Attachment A.

ARTICLE VII SIGNAGE

- 7.01. Signage on the premises is controlled by the terms of the IDA's lease with Quackenbush Properties, LLC, a copy of which is attached hereto as Attachment A. The IDA agrees to cooperate with United Aircraft Technologies, Inc. in its signage requirements and will use its best efforts to get approval from Quackenbush Properties, LLC for signage design and placement as desired by United Aircraft Technologies, Inc., and Quackenbush Properties, LLC agrees not to unreasonably withhold such approval.

ARTICLE VIII UTILITIES

- 8.01. Quackenbush Properties, LLC is responsible for providing electricity to the Licensed Space as United Aircraft Technologies, Inc. may reasonably require. Quackenbush Properties, LLC is responsible for providing, heat and air conditioning to the Licensed Space pursuant to its lease obligations to the IDA: heat shall be provided during the heating season (68-72 degrees F) and air conditioning during the cooling season (68-72 degrees F). Water and sewer will be provided to the bathroom areas by Quackenbush Properties, LLC. The IDA will be responsible for paying Quackenbush Properties, LLC for providing utilities, and United Aircraft Technologies, Inc. shall have the reasonable use of those utilities as part of its license fee, without additional charge.

ARTICLE IX ASSIGNMENT AND SUBLETTING

- 9.01. This License may not be assigned or transferred except as the IDA, in its complete discretion, may authorize. The IDA has the complete discretion to determine whether or not any proposed assignment or transfer of this

License would further the mission and goals of the IDA, and its judgment in that regard may not be superseded by any other entity.

ARTICLE X END OF TERM

- 10.01. Upon expiration or other termination of the term of this License, United Aircraft Technologies, Inc. shall quit and surrender to the IDA the Licensed Space, broom clean, in as good order and condition as it was received, reasonable wear and tear expected.

ARTICLE XI QUIET ENJOYMENT

- 11.01. The IDA covenants and agrees that, so long as United Aircraft Technologies, Inc. shall pay the License Fee and Additional License Fee as and when due and shall otherwise fully, faithfully and timely observe and perform within applicable notice and cure periods the agreements, covenants and conditions of this License Agreement on its part to be observed and performed with respect to the related Licensed Space, United Aircraft Technologies, Inc. shall and may peaceably and quietly have, hold and enjoy the related Licensed Space for the Term of the License, including as the same may be extended, without disturbance, hindrance, ejection or molestation by the IDA (subject to the terms of this License Agreement) or any one claiming by, through or under the IDA.

ARTICLE XII NO WAIVER

- 12.01. The failure of the IDA to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this License shall not prevent a similar subsequent act from constituting default under this License. This License contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.
- 12.02. No payment by United Aircraft Technologies, Inc., or acceptance by the IDA, of a lesser amount than shall be due from United Aircraft Technologies, Inc. to the IDA shall be treated otherwise than as payment on account. The acceptance by the IDA of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount is payment in full, shall be given no effect, and the IDA may accept such check without prejudice to any other rights or remedies which the IDA may have against United Aircraft Technologies, Inc.

ARTICLE XIII WAIVER OF TRIAL AND COUNTERCLAIMS

- 13.01. The parties agree that they shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this License. If the IDA commences any summary proceeding for non-payment of License Fee or Additional License Fee, United Aircraft Technologies, Inc. will not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this License Agreement.

ARTICLE XIV NOTICES

- 14.01. Any notice or demand required to be given under this License, or pursuant to any law or governmental regulations, shall be in writing.

**XV
MISCELLANEOUS**

- 15.01. This License Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- 15.02. United Aircraft Technologies, Inc. shall store all trash, debris and all other waste materials in areas inside the Quackenbush Building as designated by Quackenbush Properties, LLC or by the IDA. In no event shall any trash, debris or waste materials be stored outside of the Quackenbush Building.
- 15.03. Parking is available in the Uncle Sam Parking Garage at \$50.00 a month per space.
- 15.04. Quackenbush Properties, LLC and/or the IDA may, at their sole discretion, ban any pet from the premises for any reason.
- 15.05. United Aircraft Technologies, Inc. shall not cause or allow any noise or activity on the premises which might unreasonably disturb the peace and quiet enjoyment of another tenant. Any such unreasonable noise and/or activity shall constitute a breach of this agreement.

**ARTICLE XVI
GOOD FAITH**

- 16.01. The Licensed Space is of such a configuration and is not of such size as to justify, in either case, in the opinion of the parties, entering into formal leases and/or subleases covering each licensed space in the Building. The parties have therefore entered into this License Agreement which, the parties recognize, is not dispositive of all matters and issues that may arise during the Term of the License with respect to the Licensed Space. As and when issues and matters arise that are not definitively controlled by the provisions of this License Agreement or the IDA's related lease, the parties agree to act reasonably, and to endeavor in good faith to adjust and resolve such issues and matters, so that the purpose of this License might be accomplished.

**ARTICLE XVII
NON-LIABILITY**

- 17.01. The IDA and United Aircraft Technologies, Inc. agree that neither their respective directors, officers, employees, shareholders nor any of their respective agents shall have any personal obligation hereunder, and that the IDA and United Aircraft Technologies, Inc. shall not seek to assert any claim or enforce any of their rights hereunder against such directors, officers, employees, shareholders or agents personally.

**ARTICLE XVIII
BINDING EFFECT**

- 18.01. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have duly executed this License Agreement on the dates below written:

Signed on _____, 2020

Rensselaer County IDA

By: _____

(Authorized Signer)

Printed Name: _____

Title: _____

Signed on _____, 2020

United Aircraft Technologies, Inc.

By: _____

(Authorized Signer)

Printed Name: _____

Title: _____

Signed on _____, 2020

Quackenbush Properties, LLC

By: _____

Name: David Bryce

Title: Sole Member

APPROVED AS TO FORM

Agency Counsel