

ACCESS AGREEMENT
("Agreement")

Property Owner(s) Town of Lockport Industrial Development Agency ("**IDA**")

Property Description 4885 IDA Park Drive SBL

IDA is the owner of the property described above ("**Property**"). IDA has entered into a Purchase and Sale Agreement (the "**PSA**") with Custom Laser, Inc. and Custom Leasing, LLC ("**Custom**") for the sale and purchase of the Property. Custom is obtaining a mortgage loan from M & T Bank in connection with the purchase of the Property and, prior to closing, is requesting permission from the IDA to have access to the Property for the purpose of ground clearing and clean-up work ("Site Cleanup"), and the IDA hereby consents to such access upon the terms and conditions contained in this Agreement.

IDA hereby consents to the entry and access by employees, consultants and authorized representatives of Custom to the Property in order to perform any and all Site Cleanup at the Property. IDA understands that such representatives may include contractors and/or subcontractors hired by Custom. IDA understands and agrees that Custom and its employees, consultants and authorized representatives may enter upon the Property at all reasonable times, provided such entry does not negatively affect the Property.

All Site Cleanup work must be done in such a manner so as not to unreasonably interfere with the use of the Property by IDA and must be non-destructive. Performance of any Site Cleanup work may require some surface disturbances to the Property.

Custom shall protect, defend, indemnify and hold IDA harmless from and against any and all claims (including reasonable attorneys' fees actually incurred in connection therewith) for personal injury or property damage or arising out of or resulting from any such access and Site Cleanup and, notwithstanding anything to the contrary in the PSA, such obligation of Custom to indemnify IDA shall survive the closing or any termination of the PSA and this Agreement.

Prior to making any entry onto the Property for the purpose of conducting any Site Cleanup, Custom shall provide IDA with a certificate of insurance issued by an insurance carrier reasonably satisfactory to IDA, or such other proof as may be reasonably required by IDA, naming IDA as an additional insured and providing coverage and limits reasonably satisfactory to IDA as follows:

- a) Custom and its consultants and authorized representatives must maintain:
 - comprehensive vehicle liability insurance, and
 - comprehensive general liability insurance for bodily injury, death, and loss or damage to property or third persons,arising from its site work and clean-up work activities and the activities of its employees, consultants and authorized representatives with insurance limits to be not less than \$1,000,000.00 per single occurrence and \$2,000,000.00 in aggregate coverage
- b) Insurance shall be maintained at all times that Custom and its employees, consultants, contractors and authorized representatives are conducting Site Cleanup on the Property.

c) Custom and its consultants, contractors and authorized representatives must name IDA as an additional insured on a primary and noncontributory basis and provide evidence of such endorsement prior to entry onto the Property. Certificates shall indicate that such insurance cannot be canceled by Custom without thirty (30) days prior written notice to IDA.

Except to the extent required by applicable laws, rules and regulations, the Site Cleanup will be kept strictly confidential by Custom and its contractors, agents and advisors and not be disclosed to any person, except that Custom may disclose the Site Cleanup or portions thereof to those of its directors, officers, members and employees, investors consultants, architects, engineers, lenders, and representatives of its advisors, (the persons to whom such disclosure is permissible being collectively called "Representatives") who (a) need to know such information for the purpose of evaluating the Property and (b) have agreed in writing to be bound by this Agreement and not to disclose the Site Cleanup to any other individual, whether or not such other individual is affiliated with Custom. Custom shall obtain a confidentiality agreement containing the same terms and conditions as this Agreement that will bind any such proposed assignee to the terms and provisions of this Agreement. Custom further agrees to be responsible for any breach of this Agreement by any of its Representatives and any such proposed assignee or its representatives and consultants. Whether or not the transaction is completed, Custom agrees that the confidentiality and restrictions on use provisions of this Agreement shall survive for a period of one (1) year from the date the PSA is terminated. To the extent that the disclosure of the Site Cleanup or the information contained therein is not required by applicable laws, rules and regulations and Custom desires to disclose the Site Cleanup or the information contained therein to public officials and/or governmental agencies for purposes of site plan review and other matters pertinent to Custom's Project, Custom must obtain Seller's prior review and consent, not to be unreasonably withheld, delayed or conditioned.

Custom agrees that it will deliver to IDA, promptly upon request by IDA, copies of all of the results of any Site Cleanup furnished to Custom that pertain to the Property only (i.e., environmental studies, wetlands studies, geotechnical studies), including copies or extracts thereof in its possession or in the possession of any of its Representatives, including but not limited to analytical results and any reports.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be deemed effective unless and until signed by all of the parties hereto. Signatures delivered by facsimile or electronic (i.e. pdf email) transmission shall be binding upon the parties. This Agreement is governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Access Agreement as of the day and year indicated below.

TOWN OF LOCKPORT INDUSTRIAL DEVELOPMENT AGENCY

By: Eric W. Connor
Eric W. Connor, Chairman

7/08/2019
Date

CUSTOM LASTER, INC.

By: Gary L. Brockman, Jr.
Gary L. Brockman, Jr., President

7/3/2019
Date

AGREEMENT

Contractor or Subcontractor: R.B. Mac Construction Co, Inc having an office at 6688 Lincoln Ave Lockport, NY 14094, in order to gain access to the new Custom Laser building site at 4885 IDA Park Drive Lockport, NY prior to closing to perform site clearing and cleanup, agrees, without limitation, to be bound by the terms and conditions of the Access Agreement between the Town of Lockport Industrial Development Agency, Custom Laser, Inc. and Custom Leasing, LLC, attached hereto and dated July 8, 2019.

THIS Agreement is effective this 9th day of July, 2019.

Contractor or Subcontractor's Signature: _____

Contractor or Subcontractor's Printed Name & Title: _____

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