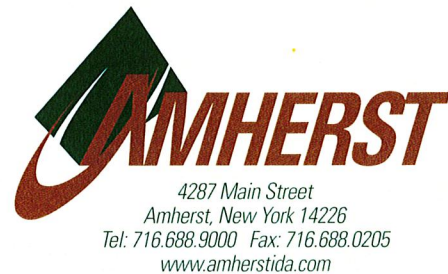


David S. Mingoia
Executive Director

June 10, 2025



Hon. Mark C. Poloncarz
Erie County Executive
95 Franklin Street
Buffalo, New York 14202

Hon. Brian Kulpa, Supervisor
Town of Amherst
5583 Main Street
Amherst, New York 14203

Michael V. Ginestre
Superintendent
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

Amy Battaglia
School Board President
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

Sherry McNamara
District Clerk
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

RE: NOTICE OF ADOPTION OF INDUCEMENT RESOLUTIONS – Mississippi ADP, LLC and Delta Sonic Car Wash Systems, Inc.

Section 859-a(1-a) of the New York General Municipal Law requires that an industrial development agency deliver to each affected taxing jurisdiction copies of resolutions adopted by the agency with respect to a project for which the agency will provide financial assistance, via Certified Mail-Return Receipt Requested.

On June 5, 2025, the Town of Amherst Industrial Development Agency adopted inducement resolutions with regard to Mississippi ADP, LLC and Delta Sonic Car Wash Systems, Inc. applications for financial assistance. A copy of the resolutions are attached and can also be found on our website at www.AmherstIDA.com

Should you have any questions, please contact our Executive Director, David S. Mingoia at 716-688-9000 or dmingoia@amherstida.com

SINCERELY,

LAURE A. MANUSZEWSKI
DIRECTOR
ADMINISTRATIVE SERVICES

Enclosure

RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING A PROJECT CONSISTING OF THE CONSTRUCTION, RENOVATION AND EQUIPPING BY DELTA-SONIC CARWASH SYSTEMS, INC. OF AN APPROXIMATELY 115,215 SQUARE FOOT WAREHOUSE, MANUFACTURING AND OFFICE FACILITY LOCATED AT 6010, 6030 AND 6040 NORTH BAILEY AVENUE, AMHERST, NEW YORK, FOR SALE OR LEASE TO THE AGENCY AND SUBSEQUENT LEASE OR RECONVEYANCE PURSUANT TO A LEASE AGREEMENT OR AN INSTALLMENT SALE CONTRACT TO DELTA-SONIC CARWASH SYSTEMS, INC., THE EXECUTION OF A LEASE AGREEMENT AND/OR INSTALLMENT SALE CONTRACT AND THE TAKING OF OTHER ACTIONS.

WHEREAS, the Town of Amherst Industrial Development Agency (the "Agency") is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Section 914-a of the General Municipal Law, as amended (collectively, the "Act"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, Delta-Sonic Carwash Systems, Inc., a New York business corporation, for itself or for related individuals or entities (the "Company"), has submitted an application to the Agency requesting the Agency to undertake a certain project (the "Project") consisting of the construction and renovation of warehouse, manufacturing and office facilities totaling approximately 115,215 square feet and related amenities and improvements (the "Improvements") and the acquisition and installation therein, thereof or thereabout of certain machinery, equipment and related personal property to be located at 6010, 6030 and 6040 North Bailey Avenue, Amherst, New York; and

WHEREAS, the Company has submitted an application and other materials and information (collectively, the "Application") to the Agency to initiate the accomplishment of the Project; and

WHEREAS, the Application sets forth certain information with respect to the Company and the Project, including the following:

- (i) the Company seeks Agency financing for construction, renovation and equipping of approximately 115,215 square feet of warehousing, manufacturing and office facilities and the acquisition of machinery and equipment, to be located at 6010, 6030 and 6040 North Bailey Avenue in the Town of Amherst (the "Premises"), all at a cost of approximately Twelve Million Eight Hundred Eighteen Thousand One Hundred Seventy-Eight and No/100 Dollars (\$12,818,178.00);

(ii) the consolidation of the Company's headquarters and warehousing and manufacturing operations to a single location is a key strategy in the Company's plans for the continued growth of its business and to allow the Company to continue conducting its business locally as opposed to relocating out of state;

(iii) after determining that the Company's existing locations would not meet the Company's long-term strategic needs, undertook a search to find a suitable location for its consolidated operations, but determined that those options did not meet the objectives of the Company;

(v) the Company has completed the inter-municipal move determination provisions of the Application, including particulars relating to the Company's search process, the Company's project site criteria and requirements, the lack of suitable locations in the current municipality, and information detailing that the Project is reasonably necessary to discourage the Company from relocating its operations to a location outside the state;

(vi) the Company anticipates that one hundred forty-nine (149) full-time equivalent (FTE) employment positions and two (2) part-time employment positions will be retained and twelve (12) new FTE employment positions will be created as a result of the Project at the end of two (2) years of operation thereof;

(vii) (A) the Project will provide substantial capital investment; (B) due to renovation costs associated with the Project location, Agency financing is necessary in order for the Project to be economically feasible; and (C) if Agency financing is not approved, it is likely that the Company will not proceed with the Project; and that, therefore, Agency financing is necessary to encourage the Company to proceed with the Project in the Town of Amherst; and

WHEREAS, after the giving of all required notices (including published notice and written notice pursuant to Article XI(A) of the Countywide Industrial Development Agency Uniform Tax Exemption Policy), the Agency held a public hearing on the Project on May 16, 2025, and has considered all oral and written presentations made at or in connection with said public hearing; and

WHEREAS, the Project will result in the removal of a facility of the Company from one area of the State to another area of the State or in the abandonment of one or more facilities of the Company located within the State but the Agency is permitted to provide financial assistance with respect to the Project pursuant to Section 862(1) of the New York General Municipal Law because the Project is reasonably necessary to discourage the Company from moving its operations to a location outside New York State, based upon the information submitted by the Company in the Application; and

WHEREAS, the Agency has considered the intermunicipal movement provisions of the Countywide Industrial Development Agency Uniform Tax Exemption Policy; and

WHEREAS, the Agency has reviewed the Application, prepared a cost-benefit analysis

with respect to the Project and evaluated the extent to which the Project will create and retain permanent, private-sector jobs, the value of tax exemptions to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the proposed Project in a timely fashion, the extent to which the proposed Project will provide additional sources of revenue for the municipalities and school district and other public benefits that might occur as a result of the Project; and

WHEREAS, the Agency desires to encourage the Company with respect to the consummation of the Project, if by doing so it is able to induce the Company to proceed with the Project in the Town of Amherst; and

WHEREAS, the Company has completed and submitted to the Agency Part 1 of an Environmental Assessment Form ("EAF") in accordance with the provisions of the State Environmental Quality Review Act and regulations adopted pursuant thereto (collectively, "SEQRA"); and

WHEREAS, the Agency has completed Part 2 of the EAF and has considered the proposed Project and reviewed the EAF and the criteria set forth in SEQRA in order to determine whether the Project will have significant effect on the environment and wishes to make the findings required of an agency under SEQRA.

NOW, THEREFORE, THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Agency hereby resolves that the proposed Project will not have a significant impact on the environment for the reasons more particularly set forth in the negative declaration prepared by the Agency. A copy of the EAF and negative declaration are attached hereto as Exhibit A.

Section 2. The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith includes an exemption from sales and use taxes for building materials and machinery, equipment, fixtures and furnishings purchased for incorporation into or use at the Project location having a total cost not to exceed Seven Million and No/100 Dollars (\$7,000,000.00) (the "Financial Assistance"). In addition to any other covenants, obligations and agreements which may be contained in the Project Documents (as hereinafter defined), the provision by the Agency of the Financial Assistance is made subject to the agreement by the Company to comply with the following covenants and agreements, each of which shall constitute a "Material Factor":

- (a) Investment of no less than Ten Million Eight Hundred Ninety-Five Thousand Four Hundred Fifty-One and Thirty/100 Dollars (\$10,895,451.30) at the Project location as noted in the Application;
- (b) Achievement of one hundred sixty-two (162) full-time equivalent jobs within two (2) years of Project completion and maintenance of those jobs for three (3) years after Project completion; and
- (c) Compliance with the Agency's Local Labor Policy in connection with the construction

of the Project.

Section 3. The Agency hereby determines that the Project and the financing thereof by the Agency pursuant to the New York State Industrial Development Agency Act will promote and is authorized by and will be in furtherance of the policy of the State as set forth in said Act.

Section 4. The Agency hereby determines that the Project will result in the removal of a facility of the Company from one area of the State to another area of the State or in the abandonment of one or more facilities of the Company located within the State, but that the Agency is permitted to provide financial assistance with respect to the Project pursuant to Section 862(1) of the New York General Municipal Law because, based upon the information provided by the Company in the Application, the Project is reasonably necessary to discourage the Company from moving its operations to a location outside the state. The Agency further determines that the intermunicipal movement provisions of the Countywide Industrial Development Agency Uniform Tax Exemption Policy have been duly complied with.

Section 5. The Agency hereby authorizes the Company, as agent for the Agency, to proceed with the Project as herein authorized. The Agency is hereby authorized to acquire an interest in the Project site and the buildings thereon, if any, and to make renovations or additions thereto. The Company is authorized to proceed with the acquisition and construction of the Project as set forth in any Project Agreement, the Agency Lease Agreement or Installment Sale Contract (as hereinafter defined). The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, and any Assistant Secretary of the Agency, and other appropriate officials of the Agency and its agents and employees, are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution and to complete the Project in cooperation with the Company.

Section 6. The Company is authorized, as agent of the Agency, to initiate the construction of building renovations and additions constituting the Project, and the acquisition of machinery and equipment which will be a part thereof or will be used in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. The designation of the Company as agent hereunder is limited to purchases of sales-taxable tangible personal property and services in connection with the Project which do not exceed a total cost of Seven Million and No/100 Dollars (\$7,000,000.00) and shall not apply to any other purchase by the Company or any operating expenses of the Company. The Company shall report to the Agency, at such times as the Agency shall require, or as may otherwise be prescribed by the Commissioner of the New York State Department of Taxation and Finance (the "Commissioner"), the value of all sales and use tax exemptions claimed by the Company or agents of the Company or any operators of the Project, including, but not limited to, consultants or subcontractors of such agents or Project operators under the authority granted pursuant to this Resolution. A failure to report may result in the revocation of the designation of the Company as agent and repayment of any sales and use tax exemptions claimed.

Section 7. The Agency is hereby authorized to enter into a Project Agreement with respect to the provision of the Financial Assistance authorized herein (the "Project Agreement") and to acquire an interest in the Project site and construct and renovate a facility thereon. The execution

and delivery of a lease by the Company to the Agency (the "Company Lease"), an Agency Lease Agreement (the "Agency Lease") or Installment Sale Contract (the "Installment Contract") between the Agency and the Company, and such other documents as may be necessary to fulfill the intent of the parties to the transaction (collectively, the "Project Documents"), in a form satisfactory to Agency counsel, are hereby authorized. The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, or any Assistant Secretary are each authorized to execute such documents and to make or approve such amendments or modifications to the Project Agreement, Company Lease, the Agency Lease, Installment Contract, and such other documents executed and delivered in connection therewith as they deem necessary under the circumstances provided, however, that such modifications do not materially alter the risk to the Agency.

Section 8. Reserved.

Section 9. Any such action heretofore taken by the Company initiating the acquisition, installation and construction of the Project is hereby ratified, confirmed and approved.

Section 10. Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency with respect to the Project and the financing thereof.

Section 11 In the event a lease is not executed between the Company and the Agency by the expiration date of this Resolution (as such date may be extended as provided herein) or the termination of this Resolution, the Company shall then be required to pay all sales taxes which would have been levied in connection with the acquisition, construction and installation of all improvements of the real property and the machinery and equipment which constitute the Project, as if the Agency did not have an interest in the Project from the date the Company commenced its acquisition, construction and installation. In addition, in the event, because of the involvement of the Agency, the Company claims an exemption from state sales or use tax in connection with the Project, and such exemption is claimed with respect to property or services not authorized hereunder, or which exemption is in excess of the amounts authorized hereunder, or is otherwise not permitted under this Resolution, or if the Company shall fail to comply with a material term or condition regarding the use of property or services acquired by the Company as agent for the Agency as set forth in this Resolution or in any document authorized hereunder, then the Company shall each be required to remit to the Agency an amount equal to the amount of state sales and use taxes for which such exemption was improperly claimed. A failure to remit such amounts may result in an assessment against the Company by the Commissioner of state sales and use taxes, together with any relevant penalties and interest.

In addition to the foregoing, in the event the Agency determines that Company is in violation of a Material Factor, or in the event that the Company closes the Project or relocates its operations to a location outside of the Town of Amherst within three (3) years after Project completion or in the event the Agency determines, in its judgment, that the Company knowingly and intentionally submitted false or intentionally misleading information in its application to the

Agency or in any report or certification submitted to the Agency for the purpose of obtaining or maintaining any Financial Assistance from the Agency (each referred to herein as a "Recapture Event"), the Agency may, in accordance with its policies and procedures then in effect, (i) revoke the designation of the Company and any agents of the Company (including, but not limited to, consultants, sub-contractors or equipment lessors of the Company) as agents for the Agency in connection with the Project and terminate the exemption from New York State and local sales and use taxes conferred with respect to the Project and/or (ii) modify the amount or terms of any Financial Assistance being provided by the Agency in connection with the Project and/or (iii) require that the Company pay to the Agency an amount equal to all or a portion (as determined by the Agency in its discretion) of the total value of all sales tax exemptions claimed by the Company and any agents of the Company, including, but not limited to, consultants, sub-contractors, or any equipment lessors of the Company under the authority granted under this Resolution and the Project Agreement. If the Agency makes any of the foregoing determinations and requires a repayment of all or a portion of the Financial Assistance received by the Company, the Company shall (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s) unless otherwise agreed to by any affected tax jurisdiction.

Section 12. The Agency has not made and makes no representation or warranty whatsoever, either express or implied, with respect to the merchantability, condition, environmental status, fitness, design, operation or workmanship of any part of the Project, its fitness for any particular purpose, the quality or capacity of the materials in the Project, or the suitability of the Project for the Company's purposes or needs. The Company is satisfied that the Project is suitable and fit for its purposes. The Agency shall not be liable in any manner whatsoever to anyone for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Project property or the use or maintenance thereof or the failure of operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused, and the Company hereby indemnifies and holds the Agency harmless from any such loss, damage or expense.

Section 13. Should the appropriate officers of the Agency determine, in their absolute discretion, that there is reason to believe that the activities of any past or present owner or operator of the Premises have resulted in the generation of any "hazardous substance" (as the term has been defined from time to time in any applicable federal or state law, rule or regulation), or that any party has stored, disposed or released any such substance on the Premises or within a one (1) mile radius thereof, the Agency shall be under no obligation to enter into a lease as contemplated by this Resolution.

Section 14. No covenant, stipulation, obligation or agreement herein contained or contained in the Project Agreement, Company Lease, the Agency Lease, Installment Contract, or other documents, nor the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit, nor shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his

or her individual capacity.

Section 15. Should the Agency's participation in the Project be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursements of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under Article 18-A of the General Municipal Law to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 16. This Resolution shall take effect immediately and shall continue in full force and effect for one (1) year from the date hereof and on or after such one (1) year anniversary, the Agency may, at its option (a) terminate the effectiveness of this Resolution (except with respect to the obligations of the Company pursuant to Sections 10 and 11 of this Resolution which shall survive any expiration or termination) or (b) allow the Company additional time in which to close the transactions contemplated by this Resolution based upon affirmative actions taken by the Company to complete such transactions. Upon any allowance of additional time to close, the Agency may charge the Company an extension fee in accordance with the Agency's fee schedule.

Section 17. Certain construction work done under contract in connection with financial assistance from the Agency may be subject to the requirements of Section 224-a of the Labor Law of the State, including without limitation the requirement that such construction be subject to the prevailing wage requirements of Sections 220 and 220-b of the Labor Law. In addition, such construction work may be required by Section 224-a of the Labor Law to comply with the objectives and goals of minority and women-owned business enterprises pursuant to Article 15-A of the Executive Law and service-disabled veteran-owned business pursuant to Article 17-B of the Executive Law. The Company acknowledges receipt of notice pursuant to Section 224-a(8)(d) of the Labor Law that the sales and use tax exemption benefit amount referred to in Section 8.5(d) and real property tax benefit amount referred to herein are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. The Company represents and warrants that it understands the requirements of Section 224-a of the Labor Law and the applicability of such requirements to the Project and shall comply therewith.

Section 18. This Resolution is subject to compliance with all local building and zoning requirements.

ADOPTED: June 5, 2025

ACCEPTED AND AGREED TO: _____, 2025

DELTA-SONIC CARWASH SYSTEMS, INC.

By: _____

Name:

Title:

RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING A PROJECT CONSISTING OF THE RENOVATION AND EQUIPPING OF WAREHOUSING, COMMERCIAL AND OFFICE FACILITIES TOTALING APPROXIMATELY 199,146 SQUARE FEET AND THE CONSTRUCTION AND EQUIPPING OF A WAREHOUSE ADDITION TOTALING APPROXIMATELY 10,069 SQUARE FEET LOCATED AT 6000-6040 NORTH BAILEY AVENUE, AMHERST, NEW YORK, FOR SALE OR LEASE TO THE AGENCY AND SUBSEQUENT LEASE OR RECONVEYANCE PURSUANT TO A LEASE AGREEMENT OR AN INSTALLMENT SALE CONTRACT TO MISSISSIPPI ADP, LLC, THE EXECUTION OF A LEASE AGREEMENT AND/OR INSTALLMENT SALE CONTRACT, A PILOT AGREEMENT AND THE TAKING OF OTHER ACTIONS.

WHEREAS, the Town of Amherst Industrial Development Agency (the "Agency") is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Section 914-a of the General Municipal Law, as amended (collectively, the "Act"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, Mississippi ADP, LLC, a New York limited liability company, for itself and/or for related individuals or entities (the "Company"), has submitted an application to the Agency requesting the Agency to undertake a certain project (the "Project") consisting of the construction of a warehouse addition totaling approximately 10,069 square feet and the renovation of warehousing, commercial and office facilities totaling approximately 199,146 square feet and related improvements (collectively, the "Improvements"), and the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment") to be located at 6000-6040 North Bailey Avenue, Amherst, New York; and

WHEREAS, the Company has submitted an application and other materials and information (collectively, the "Application") to the Agency to initiate the accomplishment of the Project; and

WHEREAS, the Application sets forth certain information with respect to the Company and the Project, including the following:

- (i) the Company seeks Agency financing for the renovation and equipping of an approximately 199,146 square foot warehousing, commercial and office facility, including the construction of an approximately 10,069 square foot warehouse building addition, located at 6000-6040 North Bailey Avenue in the Town of Amherst (the "Premises") and the acquisition of machinery and equipment in connection therewith, all at a cost of approximately Thirteen Million One Hundred Fifty Thousand and No/100 Dollars (\$13,150,000.00);

(ii) the consolidation and renovation of the Company's warehousing and office facilities to a single location with its affiliated company, Delta Sonic, is a key strategy in the Company's plans for the continued growth of its business and to allow the Company to remain competitive in its industry;

(iii) after determining that the Company's current Buffalo location would not meet the Company's long-term strategic needs, it undertook a search to find a suitable location for its office facilities and operations;

(iv) the Company considered the possible option of relocating to space at 699 Hertel Avenue, but determined that this option had insufficient square footage and parking and did not allow for co-location with its affiliate Delta-Sonic in a campus-like setting;

(v) the Company has completed the inter-municipal move determination provisions of the Application, including particulars relating to the Company's search process, the Company's project site criteria and requirements, the lack of suitable locations in the current municipality, and information detailing that the Project is reasonably necessary to preserve the Company's competitive position in its industry;

(vi) the Company anticipates that two hundred thirty-one (231) full-time equivalent (FTE) employment positions will be retained and ten (10) new FTE employment positions will be created as a result of the Project at the end of two (2) years of operation thereof;

(vii) (A) the Project will provide substantial capital investment; (B) due to renovation costs associated with the Project location, Agency financing is necessary in order for the Project to be economically feasible; and (C) if Agency financing is not approved, the Company would not be able to proceed with the Project; and that, therefore, Agency financing is necessary to encourage the Company to proceed with the Project in the Town of Amherst; and

WHEREAS, after the giving of all required notices (including published notice and written notice pursuant to Article VI(A) of the Countywide Industrial Development Agency Uniform Tax Exemption Policy), the Agency held a public hearing on the Project on May 16, 2025, and has considered all oral and written presentations made at or in connection with said public hearing; and

WHEREAS, the Project will result in the removal of a facility of the Company from one area of the State to another area of the State or in the abandonment of one or more facilities of the Company located within the State but the Agency is permitted to provide financial assistance with respect to the Project pursuant to Section 862(1) of the New York General Municipal Law because the Project is reasonably necessary to preserve the competitive position of the Company in its respective industry, based upon the information submitted by the Company in the Application; and

WHEREAS, the Agency has considered the intermunicipal movement provisions of the Countywide Industrial Development Agency Uniform Tax Exemption Policy; and

WHEREAS, the Agency has reviewed the Application, prepared a cost-benefit analysis with respect to the Project and has evaluated the extent to which the Project will create and retain permanent, private-sector jobs, the value of tax exemptions to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the proposed Project in a timely fashion, the extent to which the proposed Project will provide additional sources of revenue for the municipalities and school district and other public benefits that might occur as a result of the Project; and

WHEREAS, the Agency desires to encourage the Company with respect to the consummation of the Project, if by doing so it is able to induce the Company to proceed with the Project in the Town of Amherst; and

WHEREAS, the Company has completed and submitted to the Agency Part 1 of an Environmental Assessment Form ("EAF") in accordance with the provisions of the State Environmental Quality Review Act and regulations adopted pursuant thereto (collectively, "SEQRA"); and

WHEREAS, the Agency has completed Part 2 of the EAF and has considered the proposed Project and reviewed the EAF and the criteria set forth in SEQRA in order to determine whether the Project will have significant effect on the environment and wishes to make the findings required of an agency under SEQRA.

NOW, THEREFORE, THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Agency hereby resolves that the proposed Project will not have a significant impact on the environment for the reasons more particularly set forth in the negative declaration prepared by the Agency. A copy of the EAF and negative declaration are attached hereto as Exhibit A.

Section 2. The Project is described in the recitals to this Resolution. The financial assistance to be provided in connection therewith includes: (i) an exemption from sales and use taxes for building materials and machinery, equipment, fixtures and furnishings purchased for incorporation into or use at the Project location having a total cost not to exceed Five Million Seven Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$5,737,500.00); and (ii) an abatement from real property taxes in accordance with the Agency's standard ten (10) year payment in lieu of tax schedule (collectively, the "Financial Assistance"). In addition to any other covenants, obligations and agreements which may be contained in the Project Documents (as hereinafter defined), the provision by the Agency of the Financial Assistance is made subject to the agreement by the Company to comply with the following covenants and agreements, each of which shall constitute a "Material Factor":

- (a) Investment of no less than Eleven Million One Hundred Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$11,177,500.00) at the Project location as noted in the Application;
- (b) Achievement of 239.5 full-time equivalent jobs within two (2) years after Project

completion and maintenance of those jobs throughout the term of the PILOT Agreement;
and

- (c) Compliance with the Agency's Local Labor Policy in connection with the construction of the Project.

Section 3. The Agency hereby determines that the Project and the financing thereof by the Agency pursuant to the New York State Industrial Development Agency Act will promote and is authorized by and will be in furtherance of the policy of the State as set forth in said Act.

Section 4. The Agency hereby determines that the Project will result in the removal of a facility of the Company from one area of the State to another area of the State or in the abandonment of one or more facilities of the Company located within the State, but that the Agency is permitted to provide financial assistance with respect to the Project pursuant to Section 862(1) of the New York General Municipal Law because, based upon the information provided by the Company in the Application, the Project is reasonably necessary to preserve the competitive position of the Company in its industry. The Agency further determines that the intermunicipal movement provisions of the Countywide Industrial Development Agency Uniform Tax Exemption Policy have been duly complied with.

Section 5. The Agency hereby authorizes the Company, as agent for the Agency, to proceed with the Project as herein authorized. The Agency is hereby authorized to acquire an interest in the Project site and the buildings thereon, if any, and to make renovations or additions thereto. The Company is authorized to proceed with the acquisition and construction of the Project as set forth in any Project Agreement, the Agency Lease Agreement or Installment Sale Contract (as hereinafter defined). The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, and any Assistant Secretary of the Agency, and other appropriate officials of the Agency and its agents and employees, are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution and to complete the Project in cooperation with the Company.

Section 6. The Company is authorized, as agent of the Agency, to initiate the construction of building renovations and additions constituting the Project, and the acquisition of machinery and equipment which will be a part thereof or will be used in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. The designation of the Company as agent hereunder is limited to purchases of sales-taxable tangible personal property and services in connection with the Project which do not exceed a total cost of Five Million Seven Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$5,737,500.00) and shall not apply to any other purchase by the Company or any operating expenses of the Company. The Company shall report to the Agency, at such times as the Agency shall require, or as may otherwise be prescribed by the Commissioner of the New York State Department of Taxation and Finance (the "Commissioner"), the value of all sales and use tax exemptions claimed by the Company or agents of the Company or any operators of the Project, including, but not limited to, consultants or subcontractors of such agents or Project operators under the authority granted pursuant to this Resolution. A failure to report may result in the revocation of the designation of the Company as agent and repayment of any sales and use tax exemptions claimed.

Section 7. The Agency is hereby authorized to enter into a Project Agreement with respect to the provision of the Financial Assistance authorized herein (the "Project Agreement") and to acquire an interest in the Project site and construct and renovate a facility thereon. The execution and delivery of a lease by the Company to the Agency (the "Company Lease"), an Agency Lease Agreement (the "Agency Lease") or Installment Sale Contract (the "Installment Contract") between the Agency and the Company, a Payment in Lieu of Tax Agreement between the Agency and the Company (the "PILOT Agreement"), and such other documents as may be necessary to fulfill the intent of the parties to the transaction (collectively, the "Project Documents"), in a form satisfactory to Agency counsel, are hereby authorized. The PILOT Agreement shall provide for payments in accordance with the Agency's standard ten-year payment in lieu of tax schedule. The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, or any Assistant Secretary are each authorized to execute such documents and to make or approve such amendments or modifications to the Project Agreement, Company Lease, the Agency Lease, Installment Contract, the PILOT Agreement and such other documents executed and delivered in connection therewith as they deem necessary under the circumstances provided, however, that such modifications do not materially alter the risk to the Agency.

Section 8. Reserved.

Section 9. Any such action heretofore taken by the Company initiating the acquisition, installation and construction of the Project is hereby ratified, confirmed and approved.

Section 10. Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency with respect to the Project and the financing thereof.

Section 11. In the event a lease is not executed between the Company and the Agency by the expiration date of this Resolution (as such date may be extended as provided herein) or the termination of this Resolution, the Company shall then be required to pay all sales taxes which would have been levied in connection with the acquisition, construction and installation of all improvements of the real property and the machinery and equipment which constitute the Project, as if the Agency did not have an interest in the Project from the date the Company commenced its acquisition, construction and installation. In addition, in the event, because of the involvement of the Agency, the Company claims an exemption from state sales or use tax in connection with the Project, and such exemption is claimed with respect to property or services not authorized hereunder, or which exemption is in excess of the amounts authorized hereunder, or is otherwise not permitted under this Resolution, or if the Company shall fail to comply with a material term or condition regarding the use of property or services acquired by the Company as agent for the Agency as set forth in this Resolution or in any document authorized hereunder, then the Company shall each be required to remit to the Agency an amount equal to the amount of state sales and use taxes for which such exemption was improperly claimed. A failure to remit such amounts may result in an assessment against the Company by the Commissioner of state sales and use taxes, together with any relevant penalties and interest.

In addition to the foregoing, in the event the Agency determines that Company is in violation of a Material Factor, or in the event that the Company closes the Project or relocates its operations to a location outside of the Town of Amherst within the time period during which the Company is receiving Financial Assistance from the Agency or in the event the Agency determines, in its judgment, that the Company knowingly and intentionally submitted false or intentionally misleading information in its application to the Agency or in any report or certification submitted to the Agency for the purpose of obtaining or maintaining any Financial Assistance from the Agency (each referred to herein as a “Recapture Event”), the Agency may, in accordance with its policies and procedures then in effect (i) revoke the designation of the Company and any agents of the Company (including, but not limited to, consultants, sub-contractors or equipment lessors of the Company) as agents for the Agency in connection with the Project and terminate the exemption from New York State and local sales and use taxes conferred with respect to the Project and/or (ii) require that the Company, commencing with the tax fiscal year next following such Recapture Event make payments in lieu of taxes on the Project with respect to all applicable taxing authorities in such amounts as would be payable as real estate taxes levied on the Project if the Agency did not have an interest in the Project or otherwise modify the amount or terms of any Financial Assistance being provided by the Agency in connection with the Project and/or (iii) require that the Company pay to the Agency an amount equal to all or a portion (as determined by the Agency in its discretion) of the total value of (x) all sales tax exemptions claimed by the Company and any agents of the Company, including, but not limited to, consultants, sub-contractors, or any equipment lessors of the Company under the authority granted under this Resolution and the Project Agreement and/or (y) any exemption from real estate taxes received by reason of the Agency’s leasehold interest in the Project. If the Agency makes any of the foregoing determinations and requires a repayment of all or a portion of the Financial Assistance received by the Company, the Company shall (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s) unless otherwise agreed to by any affected tax jurisdiction.

Section 12. The Agency has not made and makes no representation or warranty whatsoever, either express or implied, with respect to the merchantability, condition, environmental status, fitness, design, operation or workmanship of any part of the Project, its fitness for any particular purpose, the quality or capacity of the materials in the Project, or the suitability of the Project for the Company’s purposes or needs. The Company is satisfied that the Project is suitable and fit for its purposes. The Agency shall not be liable in any manner whatsoever to anyone for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Project property or the use or maintenance thereof or the failure of operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused, and the Company hereby indemnifies and holds the Agency harmless from any such loss, damage or expense.

Section 13. Should the appropriate officers of the Agency determine, in their absolute discretion, that there is reason to believe that the activities of any past or present owner or operator of the Premises have resulted in the generation of any “hazardous substance” (as the term has been defined from time to time in any applicable federal or state law, rule or regulation), or that any party

has stored, disposed or released any such substance on the Premises or within a one (1) mile radius thereof, the Agency shall be under no obligation to enter into a lease as contemplated by this Resolution.

Section 14. No covenant, stipulation, obligation or agreement herein contained or contained in the Project Agreement, Company Lease, the Agency Lease, Installment Contract, the PILOT Agreement or other documents, nor the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit, nor shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity.

Section 15. Should the Agency's participation in the Project be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursements of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under Article 18-A of the General Municipal Law to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 16. This Resolution shall take effect immediately and shall continue in full force and effect for one (1) year from the date hereof and on or after such one (1) year anniversary, the Agency may, at its option (a) terminate the effectiveness of this Resolution (except with respect to the obligations of the Company pursuant to Sections 10 and 11 of this Resolution which shall survive any expiration or termination) or (b) allow the Company additional time in which to close the transactions contemplated by this Resolution based upon affirmative actions taken by the Company to complete such transactions. Upon any allowance of additional time to close, the Agency may charge the Company an extension fee in accordance with the Agency's fee schedule.

Section 17. Certain construction work done under contract in connection with financial assistance from the Agency may be subject to the requirements of Section 224-a of the Labor Law of the State, including without limitation the requirement that such construction be subject to the prevailing wage requirements of Sections 220 and 220-b of the Labor Law. In addition, such construction work may be required by Section 224-a of the Labor Law to comply with the objectives and goals of minority and women-owned business enterprises pursuant to Article 15-A of the Executive Law and service-disabled veteran-owned business pursuant to Article 17-B of the Executive Law. The Company acknowledges receipt of notice pursuant to Section 224-a(8)(d) of the Labor Law that the sales and use tax exemption benefit amount referred to in Section 8.5(d) and real property tax benefit amount referred to herein are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. The Company represents and warrants that it understands the requirements of Section 224-a of the Labor Law and the applicability of such requirements to the Project and shall comply therewith.

Section 18. This Resolution is subject to compliance with all local building and zoning requirements.

ADOPTED: June __, 2025

ACCEPTED AND AGREED TO: _____, 2025

MISSISSIPPI ADP, LLC

Name:

By: _____

Name:

Title: