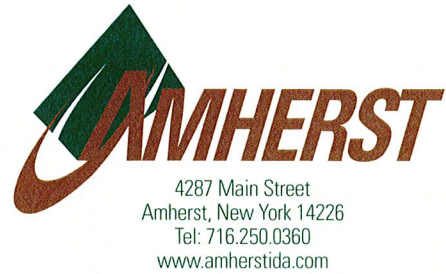


David S. Mingoia
Executive Director

April 28, 2026



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

Hon. Shawn Lavin, 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

Peter Bellanti
School Board President
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

Falon Derion
District Clerk
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

RE: NOTICE OF ADOPTION OF INDUCEMENT RESOLUTION – 330 Maple Rd, LLC – 330 Maple/500 Maple Road

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 April 24, 2026, the Town of Amherst Industrial Development Agency adopted an inducement resolution with regard to 330 Maple Rd, LLC application for financial assistance. A copy of the resolution is 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 716-250-0360 x. 100 or dmingoia@amherstida.com

SINCERELY,

LAURE A. MANUSZEWSKI
DIRECTOR
ADMINISTRATIVE SERVICES

Enclosure

RESOLUTION OF THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE CONSTRUCTION AND EQUIPPING OF A 331,000 SQUARE FOOT SPORTS, RECREATION, WELLNESS AND HOSPITALITY CAMPUS BY 330 MAPLE RD LLC, AND/OR ONE OR MORE OF ITS AFFILIATES, TO BE LOCATED IN THE TOWN OF AMHERST, NEW YORK, FOR LEASE TO THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY AND SUBSEQUENT LEASE OR RECONVEYANCE TO 330 MAPLE RD LLC AND/OR ONE OR MORE OF ITS AFFILIATES, THE EXECUTION OF LEASE AGREEMENTS, MORTGAGE AGREEMENTS, A NON-STANDARD PILOT AGREEMENT, A STANDARD 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, 330 Maple Rd LLC, for itself and/or one or more affiliates or subsidiaries (together, the "Company"), has requested the Agency to undertake a certain project (the "Project") consisting of: (i) the acquisition of a leasehold interest in certain property located at 330 Maple Road in Amherst, New York (a portion of SBL No. 55.03-1-10) ("Parcel 1") and 500 Maple Road in Amherst, New York (a portion of SBL No. 55.04-1-6.11) ("Parcel 2", and together with Parcel 1, the "Premises"; (ii) the construction and equipping of an approximately three hundred thirty-one thousand (331,000) square foot sports, recreation, wellness and hospitality campus, including two climate-controlled athletic domes and a commercial, wellness and community building on Parcel 1 (the "Sports Complex"), and a one hundred thousand (100,000) square foot hotel with on-site parking and accommodations on Parcel 2 (the "Hotel" and together with the Sports Complex, the "716 Sports Campus"), along with related site improvements (collectively, the "Improvements"; and (iii) the acquisition and installation therein, thereon, or thereabout of certain machinery, equipment and related personal property (the "Equipment"; and

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

WHEREAS, based on the information set forth in the Application, the Project includes facilities or property which will be primarily used in making retail sales (as defined in Section 862(2) of the New York General Municipal Law) to customers who personally visit such facilities, and the Agency has preliminarily determined that the Agency is permitted to provide financial assistance with respect to the Project because the Project constitutes a "tourism destination," as such term is defined in Section 862(2)(a) of the General Municipal Law; and

WHEREAS, the Agency has reviewed the Application and prepared a written cost-benefit analysis that identifies the extent to which the Project will create permanent, private-sector jobs, the estimated value of any 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 any other public benefits that might occur as a result of the Project; and

WHEREAS, the Company has requested that the Agency enter into one or more agreements for payments in lieu of real estate taxes ("PILOT Agreement") for the Project; and

WHEREAS, the Company has requested that the Agency consider entering into a non-standard PILOT for the Sports Complex portion of the Project, which will provide for payments in lieu of taxes by the Company over a term of fifteen (15) years, which deviates from the Agency's standard PILOT schedule set forth in the Countywide Industrial Development Agency Uniform Tax Exemption Policy, amended and restated as of April 1, 2022 (the "UTEP"); and

WHEREAS, Section V of the UTEP provides that the Agency may deviate from its standard PILOT schedule after it: (i) provides prior written notification to the affected taxing jurisdictions of the proposed deviation from the Policy and the reasons for the deviation from this Policy including articulated consideration of the issues identified in Section 874(4)(a) of the GML, and (ii) sets forth in writing the reasons for deviating from the Policy; and

WHEREAS, pursuant to Section 874(4)(b) of the General Municipal Law and the UTEP, the Agency duly delivered a notice of deviation to the chief executive officers of each of the affected taxing jurisdictions regarding the proposed non-standard PILOT agreement for the Sports Complex portion of the Project; and

WHEREAS, after the giving of all required notices (including published notice), the Agency held a public hearing on the Project on April 9, 2026, and has considered all oral and written presentations made at or in connection with said public hearing; 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; and

WHEREAS, the Company will complete the Project by obtaining one or more conventional loans of financing from a third party, and the Company has requested that the Agency execute any and all documents required by the parties, including any collateral mortgages on the Project given to secure a loan(s) obtained by the Company to finance the cost of the Project; and

WHEREAS, the Amherst Town Board (the "Town Board") served as "lead agency" under the State Environmental Quality Review Act (ECL Article 8 and its implementing regulations at 6 NYCRR Part 617) ("SEQRA") for the Sports Complex portion of the Project, determined that the project constituted a Type I action, and on November 20, 2025 issued a negative declaration pursuant to SEQRA that the Sports Complex portion of the Project is not expected to have a

significant adverse effect on the environment, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Company has requested the rezoning of Parcel 2 by the Town Board and is pursuing site control and the necessary approvals from the Town for the Hotel portion of the Project; and

WHEREAS, the Company has submitted to the Agency Part 1 of a short-form environmental assessment form ("Short Form EAF") for the Hotel portion of the Project in accordance with the provisions of SEQRA, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Agency has completed Part 2 of the EAF and the criteria set forth in SEQRA in order to determine whether the Hotel portion of the Project will have a 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. (a) Based upon the Agency's review of the Company's Application, the Town Board's SEQRA determination and the Agency's SEQRA review, the Agency hereby: (i) ratifies and confirms the proceedings undertaken by the Town Board under SEQRA, including the Town Board's determination and issuance of a negative declaration that the Sports Complex portion of the Project is not expected to have a significant adverse impact on the environment; and (ii) adopts the Town Board's negative declaration with regard to the Sports Complex portion of the Project.

(b) Based on the Agency's review of the Company's Application, the Short Form EAF and the Agency's SEQRA review, the Agency hereby resolves that the Hotel portion of the Project will not have a significant adverse impact on the environment for the reasons more particularly set forth in the determination of significance prepared by the Agency. In accordance with SEQRA, the Agency hereby adopts a negative declaration with respect to the Hotel portion of the Project. A copy of the Short Form EAF, including Parts 2 and 3 completed by the Agency, are attached hereto as Exhibit B.

(c) The Agency hereby determines that the provisions of SEQRA that are required to be complied with as a condition precedent to the approval of the Financial Assistance contemplated by the Agency with respect to the Project and the participation by the Agency in undertaking the Project have been satisfied.

Section 2. The Project is described in the recitals to this Resolution. The financial assistance to be provided by the Agency in connection with the Project 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 Thirty-Four Million and No/100 Dollars (\$34,000,000.00); (ii) a mortgage recording tax exemption for one or more mortgages in the aggregate principal amount not to exceed Fifty-Three Million Eight Hundred Fifty-Four Thousand and No/100 Dollars (\$53,854,000.00); (iii) a fifteen (15) year abatement from real property taxes on the Sports Complex portion of the Project in accordance with

the non-standard payment in lieu of tax schedule set forth in Exhibit C attached hereto; and (iv) a ten (10) year abatement from real property taxes on the Hotel portion of the Project in accordance with the Agency's standard payment in lieu of tax schedule set forth in Exhibit C attached hereto (the "Financial Assistance"). The payment in lieu of tax arrangements shall be set forth in one or more PILOT Agreements.

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 Sixty-Seven Million Eight Hundred Seventy-Five Thousand Six Hundred Three and No/100 Dollars (\$67,875,603.00) at the Project location as noted in the Application;
- (b) Achievement of ninety-five (95) full-time equivalent jobs within two (2) years after Project completion and maintenance of those jobs throughout the applicable term of the PILOT Agreement(s); and
- (c) Compliance with the Agency's Local Labor Policy in connection with the construction of the Project.

Section 3. (a) 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. The Project is expected to include facilities or property that are primarily used in making retail sales to customers who personally visit such facilities within the meaning of Section 862(2) of the General Municipal Law. Based upon the Application and supporting documentation submitted by the Company, including a market study prepared by KemperSports, the Agency determines that the Project is a "tourism destination" as defined in Section 862(2)(a) of the General Municipal Law. The market study projects approximately 788,000 total annual visits in Year 1, growing to nearly 1,000,000 annual visits by Year 5 of Project operation. It is estimated that 90,000 to 130,000 of those annual visits will be individuals residing outside the economic development region comprised of the counties of Erie, Niagara, Allegany, Cattaraugus and Chautauqua. The Project is likely to attract a significant number of visitors from outside of the economic development region. Therefore, the Agency finds that the Project is not subject to the prohibition on the provision of financial assistance to retail facilities contained in Section 862(2)(a) of the General Municipal Law.

(b) Based on the Application and supporting documentation submitted by the Company, the Agency hereby finds and determines that the components of the Project, comprised of the Sports Complex and the Hotel, are functionally and economically interdependent and are intended to be developed and operated as a single integrated sports, recreation, wellness and hospitality campus. The Agency further determines that, notwithstanding any phasing or ownership structures such components constitute, in substance, one unified undertaking for purposes of the Agency's approval and the provision of Financial Assistance.

Section 4. The proposed Financial Assistance for the Sports Complex portion of the Project deviates from the terms of the UTEP to the extent that the Company has requested a PILOT Agreement on the Sports Complex portion of the Project with a term of fifteen (15) years. The UTEP authorizes the Agency to deviate from the Agency's standard PILOT schedule by setting forth the reasons for the deviation from the UTEP including articulated consideration of the issues identified in Section 874(4)(a) of the General Municipal Law, and setting forth in writing the reasons for deviating from the Policy. The Agency hereby approves of the deviation from the UTEP and authorizes the provision of Financial Assistance to the Company as described herein. The Agency has determined that a deviation from the UTEP is appropriate for the Project because the Company has shown through its Application that the enhanced real property tax incentive for the Sports Complex portion of the Project is necessary in order for the Project to proceed. In authorizing the deviation, the Agency has considered the following factors in accordance with the Act and the UTEP, no single one of which is determinative:

1. The nature of the proposed project (e.g. manufacturing, commercial, etc.).

The Project involves the acquisition of an interest in approximately 24.05 acres of land in the Town of Amherst, Erie County, New York and construction of an approximately three hundred thirty-one thousand (331,000) square foot sports, recreation, wellness and hospitality campus including two climate-controlled athletic domes and a commercial, wellness and community building, and a one hundred thousand (100,000) square foot hotel with on-site parking and accommodations, along with related improvements.

2. The nature of the property before the project begins (e.g. vacant land, vacant building, Brownfield site, etc.).

The project site consists of vacant, remediated brownfield land.

3. The extent to which the project will create or retain permanent, private sector jobs.

The Project is expected to create fifty-two (52) full-time and eighty-five (85) part-time employment positions.

4. The estimated value of tax exemptions to be provided.

The estimated value of the sales and use tax exemption for the Project is an amount up to approximately Two Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$2,975,000.00). The value of the mortgage recording tax exemption is an amount up to Four Hundred Three Thousand Nine Hundred Five and No/100 Dollars (\$403,905.00). The estimated value of the real property tax benefit relating to the Sports Complex portion of the Project is Eight Million Five Hundred Fifty-Two Thousand Four Hundred Ninety-Nine and No/100 Dollars (\$8,552,499.00). The estimated value of the real property tax benefit relating to the Hotel portion of the Project is One Million Eight Hundred Three Thousand Six Hundred Fifty-Three and No/100 Dollars (\$1,803,653.00). Through one or more PILOTs, (i) the Sports Complex portion of the Project will generate Five Million Seven Hundred Seventeen Thousand Eight Hundred Two and No/100 Dollars (\$5,717,802.00) in new property tax revenues and (ii) the Hotel portion of the

Project will generate Eight Hundred Thirty-Three Thousand Three Hundred Sixty-Seven and No/100 Dollars (\$833,367.00) in new property tax revenues.

5. Whether affected taxing jurisdictions will be reimbursed by the Project occupant if the Project does not fulfill the purposes for which an exemption was provided.

The Company will be subject to termination of financial assistance, including potential recapture of benefits previously received in the event the Company does not adhere to the Agency's standard material terms and conditions governing the receipt of financial assistance.

6. The impact of the proposed project on existing and proposed businesses and economic development projects in the vicinity.

The impact of the Project is a positive one for the community as it will promote job opportunities, general prosperity and economic welfare for the residents of Erie County and the Town of Amherst. In addition to serving the regional population with much needed indoor sports facilities, the Project is expected to attract 90,000 to 130,000 visitors annually, which will generate revenue for hospitality, retail and services throughout the area.

7. The amount of private sector investment generated or likely to be generated by the proposed project.

Investment by the Company is expected to be approximately Seventy-Nine Million Eight Hundred Fifty-Three Thousand Six Hundred Fifty and No/100 Dollars (\$79,853,650.00).

8. The demonstrated public support for the proposed project.

The Town of Amherst sold land to 716 Sports Complex LLC, an affiliate of the Company, and has expressed its support for the Project including approving the site plan for the Sports Complex portion of the Project. The Project has also received a letter of support signed by 100 individuals and/or entities and MADE Hoops has expressed its support and intent to utilize the proposed Project upon completion.

9. The likelihood of accomplishing the proposed project in a timely fashion.

The Project is expected to be completed in a timely manner.

10. The effect of the proposed project upon the environment.

The Sports Complex portion of the Project was determined by the Town of Amherst to be a Type I action pursuant to the New York State Environmental Quality Review Act (SEQRA). The Town of Amherst served as lead agency for the coordinated environmental review of the Sports Complex portion of the Project pursuant to SEQRA, which encompasses approximately 21.30 acres of vacant land located at 330 Maple Road.

The Town Board issued a negative declaration on November 20, 2025, determining that the proposed actions by the Applicant would not have a significant adverse effect on the environment.

The Agency, in performing its own review of SEQRA, has determined that the Hotel portion of the Project will not have a significant adverse impact on the environment.

11. The extent to which the project will utilize, to the fullest extent practicable and economically feasible, resource conservation, energy efficiency, green technologies, and alternative and renewable energy measures.

Equipment being installed as part of the Project will provide energy-efficiency benefits by installing and utilizing high-efficiency HVAC units, dehumidification systems, LED sports lighting and modern building-management controls.

12. The extent to which the project will provide onsite child care services or otherwise facilitate new child care services.

The Project will not include a dedicated, licensed onsite child-care center. However, the Company states in its application that the Project will meaningfully support families and working parents by creating an environment that inherently facilitates informal, short-duration child supervision and family-friendly use of the facility. The Sports Complex portion of the Project is designed with flexible viewing areas, lobby space, seating zones, and family-oriented amenities that allow parents to comfortably remain onsite with younger children while other family members participate in practices, training sessions, or tournaments. The facility's programming—such as youth sports leagues, camps, clinics, and recreational activities—also provides structured, supervised athletic engagement for children and adolescents, which can help alleviate scheduling and caretaking burdens for families.

13. The extent to which the proposed project will require the provision of additional services including, but not limited to, educational, transportation, emergency medical or police and fire service.

It is not anticipated that the Project will require the provision of additional services.

14. The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located.

The Project site currently consists of vacant, remediated brownfield land. The Project will generate additional sources of revenue from the PILOT payments which would otherwise not be received if the Project does not proceed.

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 construct the Improvements, make renovations and/or additions thereto. The Company is authorized to proceed with the acquisition and

construction of the Project as set forth in the Project Agreement, the Agency Lease Agreement or Installment Sale Contract (as hereinafter defined).

Section 6. The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, and any Assistant Secretary of the Agency, the CEO/CFO 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 7. The Company is authorized, as agent of the Agency, to initiate the construction of 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 Thirty-Four Million and No/100 Dollars (\$34,000,000.00) 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 8. 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"), to acquire an interest in the Project site and construct a facility thereon, and execute and deliver a lease by the Company to the Agency (the "Company Lease"), an Agency Lease Agreement (the "Agency Lease Agreement") or Installment Sale Contract (the "Installment Sale Contract") between the Agency and the Company, one or more PILOT Agreements, 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. 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 Agreement, Installment Sale Contract, the PILOT Agreement(s) 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 9. The Agency is hereby authorized to execute and deliver to the lender(s) one or more collateral mortgages on the Project given to secure conventional loans to finance the cost of the Project, and such other documents as may be necessary to fulfill the intent of the parties to the transaction in a form satisfactory to Agency counsel provided that the aggregate amount of such mortgages subject to the Agency exemption shall not exceed Fifty-Three Million Eight Hundred Fifty-Four Thousand and No/100 Dollars (\$53,854,000.00). The Chairman, Vice Chairman, Executive Director, Secretary, Treasurer, and any Assistant Secretary are each authorized to execute such collateral mortgages and to make or approve such amendment(s) or modifications to such

collateral mortgages and other documents executed and delivered in connection therewith as they may deem necessary under the circumstances, provided, however, that such modifications do not materially alter the risk to the Agency.

Section 10. Any such action heretofore taken by the Company initiating the acquisition, installation and construction of the Project is hereby ratified, confirmed and approved.

Section 11. 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 12. 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 to 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 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 mortgage recording tax received by reason of the Agency's involvement with the Project, and/or (z) any exemption from real property 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 13. 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 14. 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 15. No covenant, stipulation, obligation or agreement herein contained or contained in the Project Documents, 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 16. 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 (except for the obligations in this Section 16), and the Agency shall have no liability to the Company hereunder or otherwise.

Section 17. 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 11, 12 and 16 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 18. 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 19. This Resolution is subject to the Company's receipt of all necessary municipal permits and approvals in connection with the Project and compliance with all local building and zoning requirements.

ADOPTED: April 24, 2026

