

AGENT AGREEMENT

THIS AGENT AGREEMENT (hereinafter, the "Agent Agreement"), made as of the 1st day of April, 2026, by and between the TOWN OF CLARENCE, ERIE COUNTY, INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, with offices at One Town Place, Clarence, New York 14031 (the "Agency") and THE FARM CLARENCE, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 6449 Transit Road, Suite 4, East Amherst, New York 14051 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 364 of the Laws of 1973 of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project consisting of the acquisition, construction and equipping of a 36,000 square foot mixed use building located at 10180 Main Street, in the Town of Clarence, New York on a 2.67 acre parcel as agent for the Agency for lease to the Agency and subsequent leaseback to the Lessee (the "Project"); and

WHEREAS, by resolution adopted on June 19, 2025 (the "Resolution"), Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement, and pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company choose (collectively, the "Subagent"). The Company is responsible for maintaining an accurate list of all parties acting as agent or Subagent for the Agency; and

WHEREAS, by its Resolution, the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of: (a) an exemption benefit from all New York State and local sales and use tax exemption benefits for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the construction or equipping of the Facility, and (b) a partial abatement from real property taxes benefit through a **seven year payment in lieu of tax agreement** (the "PILOT Agreement") for the benefit of each municipality and school district having taxing jurisdiction over the Project (collectively, the sales and use tax exemption benefit and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Agent Agreement for the purposes of, among other things, to govern

administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Purpose of Project and Scope of Agency. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility to advance job opportunities, health, general prosperity and economic welfare of the people of the Town of Clarence and to specifically promote the activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. The right of the Company to act as agent of the Agency shall expire on **June 18, 2026**, unless extended as contemplated by the Resolution. The aggregate amount of work performed as agent for the Agency must not exceed the amounts identified in the Resolution and Section of this Agreement. All contracts entered into as agent for the Agency must include the following language:

"This contract is being entered into by THE FARM CLARENCE, LLC (the "Agent"), as agent for and on behalf of the TOWN OF CLARENCE, ERIE COUNTY, INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), in connection with a certain project of the Agency for the benefit of THE FARM CLARENCE, LLC, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 10180 Main Street, Clarence, New York (the "Premises"). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached NYS ST-60 and NYS ST-123; and the Agent hereby represents that this contract is in compliance with the terms of the Agent Agreement by and between the Agent and the Agency. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) That The Farm Clarence, LLC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York, has the authority to enter into this Agent Agreement, and has duly authorized the execution and delivery of this Agent Agreement.

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agent Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public Board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill their obligations under this Agent Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby release the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations

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WHEREAS, the Company submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project consisting of the acquisition, construction and equipping of a 36,000 square foot mixed use building located at 10180 Main Street, in the Town of Clarence, New York on a 2.67 acre parcel as agent for the Agency for lease to the Agency and subsequent leaseback to the Lessee (the "Project"); and

WHEREAS, by resolution adopted on June 19, 2025 (the "Resolution"), Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement, and pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company choose (collectively, the "Subagent"). The Company is responsible for maintaining an accurate list of all parties acting as agent or Subagent for the Agency; and

WHEREAS, by its Resolution, the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of: (a) an exemption benefit from all New York State and local sales and use tax exemption benefits for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the construction or equipping of the Facility, and (b) a partial abatement from real property taxes benefit through a **seven year payment in lieu of tax agreement** (the "PILOT Agreement") for the benefit of each municipality and school district having taxing jurisdiction over the Project (collectively, the sales and use tax exemption benefit and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Agent Agreement for the purposes of, among other things, to govern

administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Purpose of Project and Scope of Agency. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility to advance job opportunities, health, general prosperity and economic welfare of the people of the Town of Clarence and to specifically promote the activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. The right of the Company to act as agent of the Agency shall expire on **June 18, 2026**, unless extended as contemplated by the Resolution. The aggregate amount of work performed as agent for the Agency must not exceed the amounts identified in the Resolution and Section of this Agreement. All contracts entered into as agent for the Agency must include the following language:

"This contract is being entered into by THE FARM CLARENCE, LLC (the "Agent"), as agent for and on behalf of the TOWN OF CLARENCE, ERIE COUNTY, INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), in connection with a certain project of the Agency for the benefit of THE FARM CLARENCE, LLC, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 10180 Main Street, Clarence, New York (the "Premises"). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached NYS ST-60 and NYS ST-123; and the Agent hereby represents that this contract is in compliance with the terms of the Agent Agreement by and between the Agent and the Agency. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) That The Farm Clarence, LLC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York, has the authority to enter into this Agent Agreement, and has duly authorized the execution and delivery of this Agent Agreement.

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agent Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public Board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill their obligations under this Agent Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby release the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations

contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand.

(f) Any personal property acquired by the Company in the name of the Agency must be located in the Town of Clarence, except for temporary period during ordinary use.

(g) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture and/or termination of any and all Financial Assistance, as described below, if the Company receives, or their Subagents receives any Financial Assistance from the Agency, and it is determined by the Agency that:

- (1) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Projects not entitled to the sales and-use-tax-exemption-benefits; or
- (2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or
- (3) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or
- (4) the Company has made a materially false or misleading statement, or omitted any information which, if included, would have rendered any 'information in the application or supporting documentation false or misleading in any material respect) on its application for Financial Assistance; or
- (5) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions including the Investment Commitment, the Construction Commitment, the Investment Commitment, the Employment Commitment and the Local Labor Commitment following the construction completion date and the duration of the PILOT Agreement (being defined as the "Material Terms and Conditions Monitoring Period"):

(a) Construction Commitment-the Company must complete the Facility substantially in accordance with the provisions of the Company's application for financial assistance no later than **March 1, 2028** (the "Project Completion Date"), but may be subject to modifications as long as the Facility as constructed meets the needs of the Company and that the Company will construct an 36,000 square foot mixed use building (the "Construction Commitment").

(b) Investment Commitment- the total investment actually made by the Company with respect to the Project at the Project Completion Date must equal the project cost (\$5,500,259.00) as set forth in the application for

Financial Assistance. The Company shall have the right to establish that it did not meet the requirements due to cost savings achieved by the Company and that the benefits that the Company has received have been reduced proportionately in accordance with the reduction in investment (the "Investment Commitment").

Compliance with the requirement that the portion of the Project attributed to facilities or property that are primarily used in making retail sales to customers who personally visit such facilities does not constitute more than one-third of the total project cost.

(c) Employment Commitment-that the Company will hire 7 FTE as stated in the Company's application for Financial Assistance (the "Baseline FTE") and the Company fails to maintain the Baseline FTE employment the Company shall have the right to establish that the failure to comply with the Employment Commitment was due to circumstances beyond their control (the "Employment Commitment") The Employment Commitment must be maintained for two years following completion of the Project.

(d) Local Labor Commitment-that the Company agrees to adhere to and undertakes or has undertaken construction activities in compliance with the Agency's Local Labor Workforce Policy (the "Local Labor Commitment").

(e) Project Reporting Commitment-that the Company must supply the information required by this Agent Agreement to allow the Agency to evaluate whether the Company are in compliance with the requirements of this Agreement. The Company will provide annually, to the Agency, a certified statement and documentation: i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the financial assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and (iii) such other information, as so requested from time to time, to enable the Agency to assess the progress of the Project toward achieving the investment, job retention, job creation, or other objectives of the Project indicated in the Application for Financial Assistance. The Company must annually complete and submit to the Agency the Annual Certification Report (the "Project Reporting Commitment"). Failure by the Company to complete and submit said form to the Agency by February 15 of each year during the Material Terms and Conditions Monitoring Period. If the default continues after the thirty (30) days, it shall constitute an Event of Default hereunder, whereby the Agency, in its sole and absolute discretion, may terminate this Agreement and/or the PILOT Agreement and undertake a Recapture Event Determination. The form of Certification is attached hereto as **Exhibit A**.

(f) Project Use Commitment - the Company agrees that it will occupy the Facility and utilize the Facility as a mixed use facility, with no portion of the Project attributed to facilities or property that are primarily used in making retail sales to customers to exceed one-third of the total project cost (the "Project Use Commitment").

(g) Payment-in-Lieu- of Taxes Commitment - the Company agrees to make the payment-in-lieu-of taxes to the municipalities within the time frames required (the "Payment-in-Lieu-of-Taxes Commitment"). The PILOT Schedule is attached hereto as **Exhibit B**.

(h) Insurance Commitment - the Company agrees to maintain the insurance requirements as required in connection with this Project Agreement and the Leaseback Agreement and to provide copies to the Agency as required herein (the "Insurance Commitment").

The findings made by the Agency with respect to Section 2 above and/or failure to provide the written confirmation as required by Section 2 above with respect to the thresholds and requirements as identified in Section 2 above, and/or failure to meet the thresholds and requirements as identified in Section 2 above, may potentially be determined by the Agency, in accordance with the Agency's Recapture of Benefits Policy, to constitute a failure to comply with Section 875(3) of the New York General Municipal Law, and/or a failure to comply with a material term or condition to use property or services or Agency Financial Assistance in the manner approved by the Agency in connection with the Project, and/or a failure to comply with the Agency's policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2 above and/or the failure under Section 2 above to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2 above are hereby defined as a "Recapture Event Determination." If the Agency makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the s 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). The Company further understand and agrees that in the event that the Company fail to pay over such amounts to the Agency, the New York State Tax Commissioner and/or County Comptroller may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

Notwithstanding anything herein to the contrary, no Recapture Event Determination shall be made unless the Company has failed to cure such default within thirty (30) days after written notice from the Agency which may be extended in accordance with Agency's Policy for Recapture and/or Termination and/or Modification of Financial Assistance Policy.

Any recapture of Financial Assistance shall be in accordance with Agency's Policy for Recapture and/or Termination and/or Modification of Financial Assistance Policy.

3. Termination or Modification of Benefits. In addition to the recapture provisions as set forth in the Agency's Recapture of Benefits Policy, the Agency reserves the right to terminate the Lease Agreement and Leaseback Agreement and any Installment Sale Agreement and end the Payment-in-Lieu-of Tax benefits to the Company if the Company fails to comply with the Construction Commitment; the Investment Commitment; the Employment Commitment; the Local Labor Commitment; the Project Reporting Commitment, the Project Use Commitment; the Payment-in-Lieu-of-Taxes Commitment and the Insurance Commitment. In the event that it is determined that based upon the number of employees created or retained, the Company would have been eligible for Financial Assistance but for a less generous Payment-in-Lieu-of-Tax provision, the Agency reserves the right to modify the benefits to reduce the benefits to the benefits that would have been available based upon the actual employment numbers.

The Company acknowledges and understands that a Recapture Event Determination made with respect to Section 3 above of this Agreement, will, in addition to requiring the repayment of benefits, in addition immediately result in the loss and forfeiture of the Company' rights and abilities to obtain any and all future Financial Assistance with respect to the Project.

4. Additional Covenants of the Company and of the Agency.

(a) In accordance with the Resolution the Company further: (i) covenant that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to \$3,000,000.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$262,500.00, and (ii) confirms that real property tax abatement benefits to be provided to the Company over the seven year benefit period of the payment in lieu of tax agreement (the "PILOT Agreement") are estimated to be approximately \$96,852.00.

(b) The Agency following the adoption of the Resolution and the execution and delivery of this Agreement will complete and within thirty (30) days of appointment forward to the State Department of Taxation and Finance the "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (NYS Form ST-60) for the Project. The Company must immediately notify the Agency of its appointment of any agents or subagents in connection with the Project and must, on request of the Agency, complete and submit to the Agency a NYS Form ST-60 for each such agent or subagent.

(c) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123 , and it is the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledge and agree that they will identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company are making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company

acknowledge and agree that the bill or invoice should state, "I, The Farm Clarence, LLC certify that I am a duly appointed agent of the TOWN OF CLARENCE, ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and that I am purchasing the tangible personal property or services for use in the The Farm Clarence, LLC Project at 10180 Main Street, Clarence, New York, IDA Project Number "1402-25-02".

(d) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340) regarding the value of sales and use tax exemptions the Company and its Subagents, if any, have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenant and agree that they will, within thirty (30) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of the Company authority to act as agent for the Agency.

(e) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(f) The Company covenants and agrees that at all times during the Material Terms and Conditions Monitoring Period, they will (i) maintain their existence and not dissolve, (ii) continue to be a limited liability company, subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of their property, business or assets. This Agreement may not be assigned in whole or part without the prior written consent of the Agency, which shall not be unreasonably withheld.

(g) The Company agree that they will, throughout the term of, this Agent Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section. In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that they must comply with such requirement or requirements.

(h) The Lessee acknowledges that certain construction work done under contract in connection with the Financial Assistance from the Agency may be subject to the requirements of New York State Labor Law Section 224-a, including without limitation the requirement that such construction be subject to the prevailing wage requirements of New York State Labor Law Sections 220 and 220-b. In addition, such construction work may be required by New York State Labor Law Section 224-a to comply with the objectives and goals of minority and women-owned business enterprises pursuant to New York State Executive Law Article 15-A and service-disabled veteran-owned business pursuant to New York State Executive Law Article 17-B. The Lessee hereby acknowledges receipt of notice pursuant to New York State Labor Law Section 224-a(8)(d) that the Agency's Financial Assistance are "public funds" and not otherwise excluded under New York State Labor Law Section 224-a(3). The Lessee represents and warrants that it understands the requirements of New York State Labor Law Section 224-a and the applicability of such requirements to the Project and agrees to comply with the same as applicable.

5. Hold Harmless Provision. The Company hereby release the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agent Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, rehabilitating, renovating, equipping, owning and leasing of the Equipment or of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and ~~irrespective of the breach of a statutory obligation or the application of any rule of comparative~~ or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

6. Insurance Required. Effective as of the date hereof and until the expiration or termination of the right of the Company to act as agent of the Agency hereunder, the Company must maintain, or cause to be maintained by its subagent or subcontractors, certain insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type, and paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than

the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well. Such insurance shall have a commercially reasonable deductible.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company are required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$5,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$5,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law.

7. Additional Provisions Respecting Insurance.

(a) All insurance required by Sections 6 and 7 hereof must name the Agency as an additional insured, as its interest may appear. All insurance must be procured and maintained in financially sound and generally recognized responsible insurance company selected by the Company and authorized to write such insurance in the State. Such insurance may be written with commercially reasonable deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company are engaged. All policies evidencing such insurance must provide for at least thirty (30) days prior written notice of the cancellation thereof to the Company and the Agency, except in the event of non-payment, in which at least ten (10) days prior written notice of the cancellation must be delivered to the Company and the Agency. All insurance requirements in Sections 6 and 7 may be satisfied by blanket policies subject to the reasonable approval by the Agency; provided, however, that approval or acceptance by a commercial lender (if any) in connection with the financing of the Project shall not require approval by the Agency. All or some of Sections 6 and 7 insurance requirements may be satisfied by an Owner Controlled Insurance Program ("OCIP") subject to approval by the Agency; provided, however, that approval or acceptance by a commercial lender in connection with the financing of the Project shall not require approval by the Agency.

(b) All such policies of insurance, or a certificate or certificates of insurance that such insurance is in force and effect, must be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company must annually furnish evidence to the Agency that the policy has been renewed or replaced for the duration of the PILOT Agreement.

8. Counterparts. This Agent Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

9. Notice. All notices, claims and other communications hereunder must be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally recognized overnight courier, addressed as follows:

To the Agency:

Town Of Clarence, Erie County Industrial Development Agency
One Town Place
Clarence, New York 14031
Attention: Chairman

To the Company:

THE FARM CLARENCE, LLC
6449 Transit Road, Suite 4
East Amherst, New York 14051

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

10. Jurisdiction. This Agent Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Erie County, New York.

11. Survival. The warranties, representations, obligations and covenants of the Company under this Agent Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Agent Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Agent, regardless of any investigation made by the Agency. This Agent Agreement shall survive any termination or expiration of the Leaseback Agreement or the PILOT Agreement, as described below.

~~**12. Further Agreements.** The parties are contemplating that, after any applicable public hearing(s), the Agency will negotiate and enter into a lease agreement (the "Lease Agreement"), a leaseback agreement (the "Leaseback Agreement"), and a PILOT Agreement with the Company. The Company agrees not to take title to any real property as agent for the Agency.~~

13. Agreement to Pay Agency Fees and Expenses. By executing this Agent Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (a) legal services, including but not limited to those provided by the Agency's counsel, (b) other consultants retained by the Agency, if any, in connection with the Project, and (c) with respect to enforcing this Agent Agreement (including reasonable attorney fees). The Company agrees that the Company is liable for payment to the Agency of all charges Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company' withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or

(iii) the Company' failure, for whatever reason, to undertake and/or successfully complete the Project.

The Company will pay a non-refundable deposit equal to one-quarter of the Agency Fee to the Agency prior to the Agency's Issuance of the NYS ST-123 Form and the Agency Sales Tax Letter.

[Signature Pages Follow]

[Signature Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agent Agreement as of the day and year first above written.

TOWN OF CLARENCE, ERIE COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

Lawrence M. Meckler

Name: Lawrence M. Meckler,
Title: Assistant Secretary

State of New York)
County of Erie) ss.:

On the 10th day of April, in the year 2026, before me, the undersigned, personally appeared, Lawrence M. Meckler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

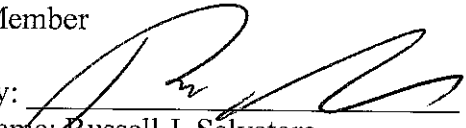
Jennifer L. Strong
Notary Public, State of New York

JENNIFER L. STRONG
Notary Public, State of New York
Qualified In Erie County
Commission Expires Aug. 24, 2026

THE FARM CLARENCE, LLC

a New York limited liability company

By: ~~RSA~~ DEVELOPMENT, LLC,
its Member

By: 

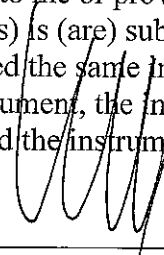
Name: Russell J. Salvatore

Title: Member and Authorized Signatory

State of New York)

County of Erie) ss.:

On the 13 day of April in the year 2026, before me, the undersigned, personally appeared, RUSSELL J. SALVATORE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

CHRISTOPHER J. MIKIENIS, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MI6052302
Qualified in Erie County
Commission Expires 12/11/2026

By: MILITARY & KENMORE, LLC,
its Member

By: *[Signature]*
Name: John Militello
Title: Member and Authorized Signatory

State of New York)

County of Erie) ss.:

On the 9TH day of APRIL in the year 2026, before me, the undersigned, personally appeared, JOHN MILITELLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Annamarie Bemish
Notary Public ANNAMARIE BEMISH
Notary Public - State of New York
NO. 01BE6135116
Qualified In Erie County
My Commission Expires 10/1/29

STATE OF NEW YORK)

COUNTY OF ERIE) ss.:

RUSSELL J. SALVATORE AND JOHN MILITELLO , being first duly sworn, deposes and says:

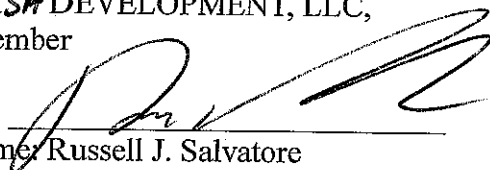
1. That we are each a Member and Authorized Signatory of the respective members of The Farm Clarence, LLC, namely R5A Development, LLC and Military & Kenmore, LLC, and are duly authorized to execute documents and bind The Farm Clarence, LLC on behalf of such members.

2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

THE FARM CLARENCE, LLC

a New York limited liability company

By: R5A DEVELOPMENT, LLC,
its Member

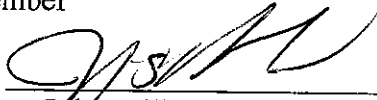
By: 
Name: Russell J. Salvatore
Title: Member and Authorized Signatory

Subscribed and affirmed to me under penalties
of perjury this 13 day of April, 2026.


(Notary Public)

CHRISTOPHER J. MIKIENIS, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MI6052302
Qualified in Erie County
Commission Expires 12/11/2026

By: MILITARY & KENMORE, LLC,
its Member

By: 
Name: John Militello
Title: Member and Authorized Signatory

Subscribed and affirmed to me under penalties
of perjury this 9TH day of APRIL, 2026.


(Notary Public)

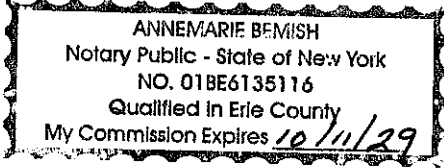


Exhibit A

Form of Certification

**Town of Clarence, Erie County Industrial Development Agency
Annual Reporting Questionnaire for 20__**

Project address: _____

SBL#: _____

Project name: _____

Company contact: _____

Contact phone number: _____

Section #1 Employment (only for the location receiving IDA benefits):

Number of Full-Time Employees (as of 12/31/20__)	Number of Part-Time Employees (as of 12/31/20__)

Estimated number of construction jobs created in 20__
(For projects in construction phase only): _____

For multi-tenant clients only:

Tenant Name	Number/Estimate of Full-Time Employees	Number/Estimate of Part-Time Employees

Section #2: Sales Tax Exemptions (complete only if you purchased goods with a CIDA sales tax letter in 20__):

Total sales tax exemptions from 1/1/20__ through 12/31/20__
(actual tax savings, NOT total purchases): _____

Please attach your 20__ NYS ST-340 Form(s) for the sales tax exemptions referenced above.

Section #3: Bond Information (complete only if you have an IDA issued bond):

Date of Bond Issue: _____ Bond amount at date of issue: _____

Principal amount paid in 20__ : _____ Principal balance as of 12/31/20 __: _____

Company contact for bond information: _____

Bank trustee (trustee name, bank, address, city, state, zip): _____

(For outstanding bonds, please provide a copy of your 12/31/20__ bond statement.)

Section #4: Mortgage Tax Exemptions in 20__ (if applicable):

Mortgage tax exemption amount (3/4 of 1% of mortgage amount): _____

Section #5: Certification:

The information furnished on this form is correct to the best of my knowledge according to our records as of December 31, 20__.

Signature: _____

Printed Name: _____

Title: _____

Date: _____ Phone: _____ E-mail: _____

If any contact information is incorrect, please provide the updated information below:

Exhibit B
PILOT Schedule

<u>TAX FISCAL YEAR</u>			<u>APPLICABLE PERCENTAGE</u>
<u>Town</u>	<u>County</u>	<u>School</u>	
2028	2028	2028-2029	Full Taxes as if owned
2029	2029	2029-2030	5%
2030	2030	2030-2031	10%
2031	2031	2031-2032	15%
2032	2032	2032-2033	20%
2033	2033	2033-2034	25%
2034	2034	2034-2035	30%
2035	2035	2035-2036	35%

FORM OF SALES TAX LETTER

SALES TAX LETTER

THE FARM CLARENCE, LLC
6449 Transit Road, Suite 4
East Amherst, New York 14051

Re: Town of Clarence, Erie County, Industrial Development Agency and THE FARM CLARENCE, LLC

Ladies and Gentlemen:

Pursuant to a resolution duly adopted on _____ (the "Resolution"), the Town of Clarence, Erie County, Industrial Development Agency (the "Agency") appointed [NAME OF COMPANY] (the "Company") the true and lawful agent of the Agency to undertake a certain project (the "Project") consisting of: [PROJECT DESCRIPTION].

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility and the following activities as they relate to any construction, erection and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction and equipping, (2) all purchases, rentals, uses or consumption of supplies, materials, utilities and services of every kind and description used in connection with construction and equipping and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs), installed or placed in upon or under such building or facility, including all repairs and replacements of such property.

This agency appointment includes the power to delegate such agency, in whole or in part to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses, as is set forth in the Agent Agreement, dated as of _____, by and between the Agency and the Company (the "Agent Agreement"). As further set forth in the Agent Agreement, the Agency will complete "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (NYS Form ST-60) for the Company and the Agency will execute said form forward said form to the New York State ("State") Department of Taxation and Finance within thirty (30) days of appointment.

As further set forth in the Agent Agreement, in order to be entitled to use the exemption from New York State Sales and Use Taxes ("Sales Tax"), the Company, its agents, subagents, contractors and subcontractors should present to the supplier or vendor of materials for the Project, a completed "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123), to show that the Company, its agents, subagents, contractors and subcontractors are each acting as agent for the Agency in making the purchases of tangible personal property or services for use in the Project, thereby relieving such vendor or seller from the obligation to collect Sales Tax with

respect to the construction and installation and equipping of the Facility. In connection therewith, it is necessary for the Company to identify the Project on each bill or invoice and indicate thereon which of the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchases. Copies of each NYS Form ST-123 issued by the Company to a seller shall be forwarded to the Agency within thirty (30) days following the issuance by the Company.

As further set forth in the Agent Agreement, the Company is required to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340) regarding the value of sales and use tax exemptions the Company, its agents, consultants or subcontractors have claimed pursuant to the agency conferred on the Company by the Agency with respect to this Project, and the Company is required to provide a copy of same to the Agency within thirty (30) days of each filing; provided, however, in no event later than February 15th of each year.

The agency conferred on the Company by the Agency is limited to the Project, and will expire on [DATE OF EXPIRATION OF AGENT STATUS]. The Company may apply to extend this agency authority by showing good cause; *provided, however, the exemption for leases executed prior to said date shall continue through the term or extended term of said lease and any acquisition of said leased property.* Should the agency authority be extended beyond such date, the agency created will continue for as long as the period of the Agency resolution approving such extension.

This letter is provided for the sole purpose of describing the exemption from Sales Tax for this Project only. No other principal/agent relationship is intended or may be implied or inferred by this letter.

With respect to registered vehicles acquired by the Company in the name of the Agency, the Agency shall transfer title to such vehicles immediately back to the Company, or as soon thereafter as reasonably practicable; and any personal property acquired by the Company in the name of the Agency shall be located in the Town of Clarence, New York, except for temporary periods during ordinary use.

This letter is being issued pursuant to the Agent Agreement. All agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project should be aware of the Agent Agreement and obtain a copy thereof.

As further set forth in the Agent Agreement, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency is not liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company is the sole party liable thereunder.

Very truly yours,
TOWN OF CLARENCE, ERIE COUNTY,
INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name:
Title: