



**Genesee Gateway Local Development Corp.
Meeting Agenda**

Thursday, March 27, 2025

Location: 99 MedTech Drive, Innovation Zone

PAGE#	1.0	Call to Order	5:00pm
	2.0	Chairman's Report and Activities	5:00pm
	2.1	Upcoming Meetings: Next Scheduled Board Meeting: Thursday May 1st at 4:00 p.m. Audit & Finance Committee Meeting: Tuesday, April 29 th at 8:30 a.m. Annual Meeting: Friday, April 25 th at 11:00 a.m.	
	2.2	Agenda Additions/ Deletions / Other Business **Vote	
2-6	2.3	Minutes: March 6, 2025 **Vote	
	3.0	Report of Management	5:10pm
	3.1	Public Authorities Annual Report **Vote – L. Farrell	
	4.0	Audit & Finance Committee – M. Brooks	5:20pm
	4.1	12/31/24 Audit **Vote	
7-39	4.2	DNP Health & Wellness Lease at MedTech Centre – Pyramid Brokerage **Vote	
40-41	4.3	GLOW Works, Inc Invoices for Healthcare & Manufacturing Events **Vote	
42-55	4.4	Batavia Cold Storage PSA **Vote	
	5.0	Governance & Nominating Committee – S. Noble-Moag	5:35pm
	5.1	Nothing at this time.	
	6.0	Other Business	5:35pm
	6.1	Nothing at this time.	
	7.0	Adjournment	5:35pm



**GGLDC Board Meeting
Thursday, March 6, 2025**

**Location: 99 MedTech Drive, Innovation Zone
4:00 PM**

GGLDC MINUTES

Attendance

Board Members: M. Brooks, D. Cunningham, J. Tretter, C. Yunker (Video Conference), S. Noble-Moag, P. Zelif, G. Torrey, M. Clattenburg, P. Battaglia

Staff: L. Farrell, M. Masse, E. Finch, J. Krencik, C. Suozzi, P. Kennett

Guests: C. Kemp (GCEDC Board Member), K. Manne (GCEDC Board Member), R. Gaenzle (Harris Beach), S. Maier (Harris Beach), R. Ball (Empire State Development), H. Owens (The Batavian), M. Landers (Genesee County Manger), R. Crossen (Town of Alabama Supervisor), E. Wackett (Short Eared Owl), J. Clarke, S. Howard, C. Zinni (Batavia Resident), A. Boyd, A. Yocina, K. Scito, N. Keating, N. Besch-Turner, A. Giacalone, J. Washnis (13 Wham), L. Hartman, M. Carlson (Third Act Upstate), B. Fergusson (Climate Solutions Accelerator), S. Green, J. Keevert (NY Renews), A. Carlson, M. Rutigliano, Genesee County Sheriff Deputies

Absent:

1.0 Call to Order

D. Cunningham called the meeting to order at 4:27 p.m. in the Innovation Zone.

2.0 Chairman's Report and Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, March 27th at 4:00 p.m.
 Audit & Finance Committee Meeting: Thursday, March 27th at 3:00 p.m.
 Annual Meeting: Friday, April 25th at 11 a.m.

2.2 Agenda Additions/ Deletions/ Other Business –

P. Zelif made a motion to remove agenda item 4.4 Lease Agreement; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

Agenda item 4.4 was removed from the agenda.

2.3 Minutes: February 6, 2025

S. Noble-Moag made a motion to recommend approval of the minutes from February 6, 2025; the motion was seconded by M. Brooks. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time.

R. Ball left the meeting at 4:39 p.m.

4.0 Audit & Finance Committee – D. Cunningham

4.1 Investment Report –The Investment Report summarizes the GGLDC’s bank balances, general ledger balances and interest income at 12/31/24. As of 12/31/24, GGLDC cash balances were fully collateralized. The GGLDC has collateral agreements in place with Five Star Bank and Tompkins Community Bank. This report is required by PARIS and will be posted on the website.

The meeting materials also included an Investment Report for the GVAB, LLC. As of 12/31/24, GVAB, LLC savings and checking account balances were secured by IntraFi Network deposits.

This was recommended for approval by the committee.

M. Brooks made a motion to approve the Investment Report as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

4.2 Procurement Report – Public Authorities are required to report all procurement transactions active during the reporting period that have an actual or estimated value of \$5,000 or more. This report will be submitted to the PARIS system and posted on the website. The Board has already approved most expenses or contracts that exceed \$5,000. Therefore, the Committee has already seen and approved most of the information that is collectively stated in this report.

This was recommended for approval by the committee.

M. Brooks made a motion to approve the Procurement Report as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

4.3 Annual Maintenance Contract for HVAC with Triton – The GGLDC has received a proposal from Triton Mechanical for the renewal of the bi-annual maintenance agreement for the HVAC system. The contract will be in effect from April 1, 2025, through March 31, 2026, at a cost of \$5,150. For reference, the previous year's cost was \$4,950 (4% increase). The GGLDC has budgeted \$5,500 for these services in the current fiscal year. Additionally, service calls and repairs may be required throughout the year, which are anticipated to incur additional costs. These additional expenses have been budgeted at \$20,000.

Fund commitment: 1) Maintenance contract with Triton for the HVAC system in the amount of \$5,150. As well as 2) Service calls and maintenance work that is not to exceed an additional \$20,000.

Board Action Request: 1) Maintenance contract with Triton for the HVAC system in the amount of \$5,150. As well as 2) Service calls and maintenance work that is not to exceed an additional \$20,000.

This was recommended for approval by the committee.

M. Brooks made a motion to approve 1) the HVAC system maintenance contract with Triton not to exceed \$5,150, and 2) service calls not to exceed \$20,000 as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

4.4 Lease Agreement for MedTech Centre – This item was removed from the agenda.

4.5 Reduction of Collateral for Letter of Credit on HP Hood Loan - M. Masse stated that HP Hood has a loan with the GGLDC. As collateral against this loan, HP Hood pledged a letter of credit. Each year when they make their annual payment HP Hood requests that the letter of credit reflects the outstanding loan amount. Staff seek authorization to sign the letter of credit used as collateral on HP Hood's outstanding loan after it is reduced to reflect the 2025 annual loan payment.

This was recommended for approval by the committee.

M. Brooks made a motion to approve the Reduction of Collateral for the Letter of Credit on HP Hood's Loan as presented; the motion was seconded by P. Zelif. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

5.0 Governance & Nominating Committee – S. Noble-Moag

5.1 Authority Self Evaluation of Prior Year Performance – Public Authorities are required to perform a self-evaluation of prior year's goals/measurements annually. This report shows the results against the goals and measurements that were set for 2024. This report will be posted to the website.

This was recommended for approval by the committee at the February Governance and Nominating meeting.

J. Tretter made a motion to approve the Authority Self Evaluation of Prior Year Performance as presented; the motion was seconded by P. Battaglia. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

5.2 Mission Statement & Measurement Report – The Authority's Board must annually review the authority's mission statement and performance goals to ensure that its' mission has not changed and that the authority's performance goals continue to support its' mission. This report will be posted to the website and submitted to PARIS.

This was recommended for approval by the committee at the February Governance and Nominating meeting.

J. Tretter made a motion to approve the Mission Statement & Measurement Report as presented; the motion was seconded by G. Torrey. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	S. Noble-Moag -	Yes
M. Clattenburg -	Yes	C. Yunker -	N/A (Video Conference)
G. Torrey -	Yes	P. Zelif -	Yes
P. Battaglia -	Yes		

The item was approved as presented.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

As there was no further business, M. Clattenburg made a motion to adjourn at 4:32 p.m., which was seconded by M. Brooks and passed unanimously.

GGLDC

Board Meeting
Mark Masse and Chris Suozzi
March 27, 2025

Discussion:

Attached is a lease agreement for 700 sf office space at 99 Medtech Drive with DNP Health & Fitness for 1 year at \$12 per sf modified gross lease with a 10% annual renewal. A modified gross lease is rent including maintenance, taxes and building insurance.

On October 3, 2024, GGLDC approved Pyramid Brokerage exclusive listing terms (see attached).

The basic terms are 6% Commission rate, 1-year exclusive listing term and covers renewals.

Action Request:

The staff recommendation is to approve the lease agreement as presented. The lease agreement would amount to \$700 per month for 12 months total, \$8400. Pyramid Brokerage would receive \$504 for their commission based on the agreed upon contract.

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION,

As Landlord

and

DENISE GOODBERLET D/B/A DNP HEALTH & WELLNESS

As Tenant

LEASE AGREEMENT

Dated: March 11 2025

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Exhibit A - Site Plan - Property
Exhibit B - Leased Premises (Drawing)
Exhibit C - Rules and Regulations

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease” or “Lease Agreement”), made and entered into as of _____, 2025, by and between GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit corporation, having its principal office at 99 MedTech Drive, Batavia, New York 14020 (“Landlord”), and DENISE GOODBERLET D/B/A DNP HEALTH & WELLNESS, a New York State, organized and existing under and by virtue of the laws of the State of New York, with an address at _____ 216 North St Batavia, NY 14020 _____ (“Tenant”).

RECITALS:

A. Landlord owns and is developing an approximately 34 acre business park currently known as the “Upstate Med & Tech Park” located on MedTech Drive, in the Town of Batavia, New York (“Business Park”).

B. Landlord developed an approximately 43,000 square foot building (“Building”) located in that portion of the Business Park shown on Exhibit A attached hereto and made a part hereof (“Property”).

C. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the square feet of the Building specified herein on the terms and conditions set forth herein.

D. The Property and/or other portions of the Business Park are or may be, from time to time, subject to one or more mortgages in favor of one or more mortgagees (individually, a “Mortgagee” and collectively, “Mortgagees”) to secure payment of certain indebtedness of Landlord.

NOW, THEREFORE, in consideration of the foregoing and of the representations and agreements contained in this Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Leased Premises. (a) Landlord hereby leases to Tenant and Tenant leases from Landlord no less than 700 rentable square feet located in the Building, as shown on Exhibit B attached hereto and made a part hereof upon the terms and conditions set forth in this Lease Agreement (the “Leased Premises”).

2. Term. The term (“Term”) of this Lease Agreement, which shall commence on _____ June ____ 1, 2025, shall be for twelve (12) months with a renewable two year option (the “Option”). To exercise the Option, Tenant shall provide written notice to Landlord on or before _____ May ____ 31, 2026.

3. Use. Subject to the provisions of this Lease, Tenant shall occupy, use and operate the Leased Premises only for the purpose of a health and wellness clinic and for no other purposes (the "Permitted Use").

Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied for an unlawful purpose or in violation of any certificate of occupancy, temporary or otherwise, restrictions or regulations affecting the Leased Premises or in any manner which may constitute a nuisance, public or private, or make void or voidable any insurance then in force with respect thereto. Tenant shall conduct its operations in compliance with all applicable federal, state and local laws, ordinances, rules, regulations or orders related to Hazardous Substances (as defined in Section 12 hereof) and shall at all times keep the Leased Premises free and clear of any and all unpermitted or unauthorized Hazardous Substances.

Tenant shall at its own cost and expense promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting its occupancy of and conduct of its business at the Leased Premises, whether the same are in force at the commencement of the Term of this Lease Agreement or may be in the future passed, enacted or directed.

4. Rent.

(a) As used herein, a Lease Year shall be each twelve month period from January 1 through December 31 during the Term of this Lease Agreement.

(b) Tenant covenants and agrees to pay to Landlord as base rent ("Base Rent"), starting on the Commencement Date, a sum calculated during each Lease Year during the Term on the basis of \$ 12 per square foot of (i) the Leased Premises (700 square feet), plus (ii) subject to adjustment as provided in Subsection 4(c) and Subsection 5(b) below, plus (iii) \$ 0 per square foot of the Leased Premises (700 square feet) as the "Operating Expense Portion" of Base Rent, which is subject to adjustment as provided in Subsection 4(c) and Subsection 5(b). The Base Rent, which includes the Operating Expense Portion of Base Rent, shall be payable in equal monthly installments in advance without notice, demand, offset or deduction on the first day of each month of the Term; provided that the Base Rent for the first two months of the Term shall be payable on the date of execution by Tenant of this Lease Agreement.

(c) No payment by Tenant or receipt by Landlord of a lesser amount than that provided herein shall be deemed to be other than on account of the earliest stipulated rent; nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided herein.

(d) Any installment of the Base Rent or any additional rent or other sum payable under this Lease Agreement not received within ten (10) days after it is due shall be subject to a late charge of two percent (2%) of such installment.

(e) In the event that the Term commences after the first day of a month, or expires prior to the last day of a month, the Base Rent for such month shall be prorated.

(f) Except as expressly provided in this Lease Agreement, Tenant shall not make any prepayment of the Base Rent.

(g) Any references in this Lease Agreement to "rent" shall mean Base Rent, any additional rent and any other sums payable by Tenant under the terms of this Lease Agreement.

5. Tenant's Pro Rata Share of Taxes, Insurance, Operating, Maintenance and Other Expenses.

(a) A portion of the Base Rent to be paid by Tenant pursuant to Section 4 will include Tenant's pro rata share of (i) all state and local real estate taxes, special district charges and assessments, and payments in lieu thereof, if any, and all other charges and assessments imposed upon the Property, (ii) premiums for fire, casualty, rent and liability insurance maintained by Landlord pursuant to Section 13(c) hereof, and (iii) for the maintenance services, repairs and replacements provided for in Section 6, the interior cleaning and janitorial services provided for in Section 8 and all other operating, management, maintenance and other expenses incurred by Landlord with respect to the Property and the Business Park including, without limitation, common area utilities and Building security (collectively, the "Enumerated Items").

(b) The Operating Expense Portion of Base Rent may be increased by Landlord for any Lease Year to reflect any increase in the actual costs of the Enumerated Items in the current or any prior Lease Year, and/or any anticipated increases of the Enumerated Items in the current or any future Lease Year. In the event of any such increase, Landlord shall provide Tenant with a written explanation detailing such increase.

(c) Landlord agrees to apply for and diligently pursue all applicable Town, County and State real property tax abatement programs for the Building.

6. Landlord's Services. Landlord shall, during the Term of this Lease Agreement, provide repairs to and replacements to the foundation, roof and load bearing walls of the Building, of components of the heating, plumbing, water, electrical, sprinkler and air conditioning systems and any other repairs to the Building, all of which are needed in the reasonable judgment of Landlord unless caused by the misuse or negligence of Tenant, its employees or invitees. In addition, Landlord shall provide snow plowing and sidewalk clearing, parking lot lighting, striping and maintenance, landscaping lawn care, maintenance of Building exterior and signs (other than signs installed by Tenant); and cleaning and maintenance of common hallways, walks, restrooms and other common areas. Landlord shall provide signage on the parking lot directory and the lobby directory as to the location of the Tenant within the facility. Landlord shall not be required to perform any services except as specifically set forth herein.

7. Utilities. Landlord shall provide and connect to the Leased Premises (i) heat and air conditioning (ii) water, (iii) gas, and (iv) electricity customary for office purposes. Such utilities shall be separately metered and paid for by Tenant. Landlord shall not be liable for

any failure of a utility company or governmental authority to supply such service or for any loss, damage or injury caused by or related to such service.

8. Maintenance and Repairs. Tenant shall, at its sole expense, be responsible for maintaining the Leased Premises in a good, orderly and clean condition; provided, however, Landlord shall provide a dumpster for office type uses only by Tenant and other Building tenants and shall arrange and pay for cleaning and janitorial services for the common areas of the Building in accordance with the quality of such services offered in similar buildings in the area. Tenant shall also repair, at its sole expense to the extent not covered by insurance and to the satisfaction of Landlord, any damage to the Business Park, the Property, the Leased Premises, the Building or any appurtenances thereto caused by the misuse or negligence of Tenant, its employees or invitees. Whenever glass is broken due to the misuse or negligence of Tenant, its employees or invitees, Tenant agrees to replace all broken glass with glass of the same size and quality of that broken at its sole expense to the extent not covered by insurance. Landlord shall provide all other repairs and maintenance. If Landlord does not commence to make any necessary repairs for which Landlord is responsible within thirty (30) days after Landlord has knowledge thereof, and if Landlord does not complete such repairs within a reasonable time thereafter, Tenant, upon giving at least thirty (30) days written notice to Landlord, may make such repairs and charge Landlord the cost thereof or, at Tenant's option set off any such obligations of Landlord against the Base Rent or any additional rent due hereunder. Except as permitted by the terms of this Lease, Tenant shall not be entitled to any partial or total abatement of rent for periods during which repairs are required to be made, whether such repairs are the responsibility of Landlord or Tenant.

9. Access to the Leased Premises. Tenant agrees that Landlord shall have such rights to enter upon the Leased Premises (during normal business hours and upon giving Tenant reasonable advance notice), including rights of ingress and egress, as shall be necessary to enable it to exercise its powers, rights, duties and obligations as set forth in this Lease Agreement. Landlord shall further have the right to enter into and grant licensees the right to enter the Leased Premises during Tenant's normal business hours, or in the case of a bona fide emergency at any time, upon reasonable notice to Tenant under the circumstances, for any purpose which Landlord may deem necessary, including, without limitation, for making structural repairs to the Building or the Leased Premises or any other repairs for which Landlord is responsible, or to show the Leased Premises to prospective tenants.

10. Quiet Enjoyment. Landlord covenants that so long as Tenant is not in default hereunder, it shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease Agreement and any renewal or extension hereof.

11. Alterations. Tenant shall make no alterations, additions or improvements in or to the Leased Premises, except as expressly provided for in this section, without Landlord's prior written consent. In the event that Landlord consents to any alterations, additions or improvements, Landlord shall furnish to Tenant at the time of delivering the consent a listing of all of Landlord's requirements with respect to construction. Any such alterations, additions or improvements shall be made at Tenant's sole expense.

Tenant has no authority or power to cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to be attached to or be placed

upon the Leased Premises or the Property, and any and all liens and encumbrances created by Tenant shall be attached only to its interest in the Leased Premises. Any lien or claim of lien filed against the Leased Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall, within thirty (30) days thereafter, be discharged by Tenant, or, at the discretion of Tenant, be bonded pursuant to the New York Lien Law, at Tenant's expense (but only if permitted by any mortgages which may encumber the Property). If Tenant fails to discharge (or, if permitted, bond) any such liens, then Landlord may, at its option, bond or discharge such lien, and the costs incurred by it in such discharge or bonding shall be due from Tenant on demand and shall bear interest at the lesser of (a) three percent (3%) in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication or (b) the maximum rate of interest permitted by applicable law (the "Default Rate").

12. Liability. Tenant shall defend, indemnify and hold harmless Landlord and shareholders, members, agents, affiliates, employees and assignees (collectively, "Landlord's Parties") from and against all causes of action, claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of bodily injury or death, or damage to or destruction of property, in connection with Tenant's use or occupancy of the Leased Premises, whether the same be asserted by third parties, Tenant or Tenant's agents, contractors, employees, invitees or licensees, except to the extent caused or contributed to by Landlord's or any Landlord's Parties' negligence or willful misconduct.

Landlord shall defend, indemnify and hold harmless Tenant and its shareholders, members, agents, affiliates, employees and assignees (collectively, "Tenant's Parties") from and against all causes of action, claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of bodily injury or death, or damage to or destruction of property, in connection with Landlord's activities at the Business Park, Building, and/or Leased Premises, whether the same be asserted by third parties, Landlord or Landlord's agents, contractors, employees, invitees or licensees, except to the extent caused or contributed to by Tenant's or any Tenant's Parties' negligence or willful misconduct.

In addition, except to the extent caused or contributed to by Landlord's or any Landlord's Parties' negligence or willful misconduct, Tenant shall indemnify and hold Landlord harmless against any and all claims, expenses, demands, losses, costs, fines or liabilities of whatever kind or nature (including, without limitation, arising from personal injury, death or property damage) in any way related to or arising out of:

(a) the Tenant's storage, use, manufacture or presence of any unpermitted Hazardous Substances (as hereinafter defined) on the Leased Premises;

(b) the performance by Tenant of any inspection, investigation, study, sampling, testing, removal, containment or other remedial action or other cleanup related to Hazardous Substances; and

(c) the failure by Tenant to conform with any applicable federal, state or local law, rule, regulation or order related to Hazardous Substances.

“Hazardous Substances” shall mean, without limitation, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, lead-based paint, polychlorinated biphenyls, oil, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, methane, solid wastes, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and including without limitation, substances now or hereafter defined as “hazardous substances”, “hazardous materials”, “toxic substances”, “hazardous wastes” or “harmful” in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 6901, et seq.), the Hazardous Materials Transportation Act, as amended (40 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (41 U.S.C. § 6901 et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Rivers and Harbors Appropriations Act (33 U.S.C. § 401-413), the Clean Water Act (33 U.S.C. § 1251, et seq.), and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented (“Hazardous Substance Laws”).

13. Insurance.

(a) Tenant shall, at its expense, at all times during the term of this Lease Agreement maintain in force a policy or policies of (i) comprehensive public liability insurance, including liability for both bodily injury and property damage, against claims for loss of life, bodily injury and property damage occurring in, on or about the Leased Premises or with respect to the operations of Tenant in the Leased Premises, in which the limit of public liability coverage shall be not less than One Million Dollars (\$1,000,000) for combined single limit bodily injury, death, and property damage liability and (ii) all risks casualty insurance covering property and inventory used or stored at the Leased Premises. Each such policy of insurance shall be written by one or more insurance companies licensed to do business in the State of New York, shall name Landlord as additional insured and as the certificate holder thereof, with express waivers of subrogation against Landlord, and shall not be cancelable or amendable for any cause without first giving Landlord thirty (30) days’ prior written notice. A certificate of said insurance or, at the request of the Landlord, a duplicate original of the policy, shall be delivered to Landlord on or before the Commencement Date, and certificates or, at the request of the Landlord, duplicate originals of the policy with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Landlord at least ten (10) days prior to the expiration or cancellation of any policies which they replace.

(b) To effectuate the purposes of Section 12, the Tenant will provide for and insure, in the public liability policies required in Section 13(a) hereof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to Section 12 other than any liability with respect to Hazardous Substances.

(c) Landlord shall maintain during the Term of this Lease Agreement insurance policies providing coverage for (i) all risks casualty insurance for the Building for the full replacement value thereof, (ii) liability of Landlord for personal injury and property damage caused by occurrences on or connected with the Property with a limit of public liability coverage of not less than One Million Dollars (\$1,000,000) for combined single limit

bodily injury, death and property damage liabilities, and (iii) loss of rent by Landlord during periods for which rent is abated hereunder because of fire or casualty damage.

14. Fire or Other Casualty. In the event that the Leased Premises shall be rendered wholly untenantable by fire or other casualty, the Landlord shall be entitled to the proceeds of all applicable insurance maintained by Landlord, and may, at its option, (a) terminate this Lease Agreement by giving Tenant written notice thereof within thirty (30) days from the date of said damage or destruction, or (b) repair or replace the Leased Premises to substantially the same condition as prior to the damage or destruction. If the Landlord fails to commence to repair the damage or destruction within thirty (30) days from the date of such damage or destruction, subject to receipt of insurance proceeds, or if the Leased Premises shall not have been substantially replaced or repaired within two hundred ten (210) days after the date of such damage or destruction, Tenant may at its option, terminate this Lease Agreement by giving written notice to Landlord within fifteen (15) days after Landlord's failure to commence said repairs within the applicable time period. The rent herein required to be paid shall abate during the period of such untenability.

If the Leased Premises shall be damaged in part by fire or other casualty, but still remain partially tenantable, Landlord shall repair the Leased Premises to substantially the same condition as prior to the damage. Landlord shall commence repair of the damage or destruction within sixty (60) days from the date of occurrence. During the period of such repairs and restorations, this Lease Agreement shall continue in full force and effect, and Tenant shall be required to pay the rent herein reserved, abated by the percentage of area of the Leased Premises destroyed as compared to the total area of the Leased Premises.

In the event that any damage or destruction to the extent of fifty (50%) percent or more of the insurable value of the Leased Premises, either Landlord or Tenant may elect to terminate this Lease Agreement by giving notice of such election to the other party within thirty (30) days after such damage or destruction. In such event, Landlord shall receive the proceeds of the Landlord's insurance policies without obligation to rebuild or restore the Leased Premises, and Tenant shall execute any waiver which may be required of it by any insurer or Landlord.

15. Eminent Domain. In the event that all or any portion of the Leased Premises shall be taken by any governmental authority under the exercise of its right of eminent domain or similar right (or by act in lieu thereof), all right, title and interest in and to any award granted (or sums paid in lieu thereof) shall belong entirely to Landlord, and Tenant hereby assigns to Landlord all of its interest, title or claim, if any, in and to such award (or sums paid in lieu thereof), including, but not limited to, any part of such award attributable to Tenant's leasehold interest, if any. In the event of a partial taking, rent shall be reduced as of the date of such taking by an amount which shall equitably reflect the portion of the property taken. If the taking is of such a substantial nature that (a) it includes more than 25% of the square footage of the Leased Premises and (b) Tenant cannot conduct its operations in the Leased Premises, Tenant shall have the option, to be exercised by notice in writing to the Landlord within thirty (30) days after such taking, of terminating this Lease Agreement, or, if such taking be total, this Lease Agreement shall terminate upon the taking. In the event that this Lease Agreement is terminated pursuant to this Section 15, Tenant shall not have any claim against Landlord for the balance of the unexpired term of this Lease Agreement; provided, however, Tenant shall be entitled to make a separate claim directly against the

condemning authority for such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of (i) any and all costs or loss (including loss of business) that Tenant incurs in removing Tenant's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location, (ii) the taking of personal property and fixtures owned by Tenant, (iii) the unamortized portion of any improvements made to the Leased Premises by Tenant at Tenant's sole cost and expense, (iv) any loss of goodwill, and (v) the value of Tenant's leasehold estate.

16. Subordination. As a condition to the effectiveness of the subordination and attornment in this Section 16, Landlord will obtain and deliver to Tenant a reasonably acceptable non-disturbance agreement from the holder of any prior mortgage, lien or other encumbrance on the Property and/or the Building (a "Superior Lien"). The non-disturbance agreement will provide that Tenant will not be disturbed by the holder of the Superior Lien so long as Tenant is in compliance with the terms of this Lease. Upon delivery of the required non-disturbance agreement by the holder of a Superior Lien, this Lease Agreement shall automatically be and be deemed to be subject and subordinate to such Superior Lien.

17. Estoppel Certificate. Tenant shall, from time to time, within five (5) days' written request by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate in such form as Landlord may reasonably require, certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges have been paid, whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), and such other matters as may be required by Landlord or the holder of any mortgage to which the Leased Premises are subject, it being intended that any such statement delivered pursuant to this Section 17 may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage or deed of trust upon Landlord's interest in the Leased Premises.

18. Limitation. This Lease is subject to the limitation that if an Event of Default occurs, Landlord, at its option, may at any time thereafter during the continuance of such Event of Default, give notice to Tenant stating that this Lease and Term shall expire and terminate on the 10th day after the date of such notice. In the event such notice is given, this Lease and the Term shall come to an end and expire (whether or not the Term shall have commenced), upon the expiration of said ten (10) day period with the same effect as if the date of expiration of said ten (10) day period were the Expiration Date, and Tenant shall immediately quit and surrender the Leased Premises but Tenant shall remain liable for damages as provided in Section 20 hereof.

19. Events of Default. Tenant shall be in material default under this Lease if any one or more of the following events (herein sometimes referred to individually as an "Event of Default" and collectively as "Events of Default") shall occur and shall not be timely remedied as herein provided:

- (a) Except as otherwise provided in Section 19(b), if Tenant fails to make any payment of Rent due under this Lease or any part thereof, when and as the same shall become due and payable/when due and such nonpayment continues after ten (10) days written notice from Landlord;

(b) If Tenant fails to make any payment of any sum or charge payable under this Lease, other than Base Rent, or any part thereof when and as the same shall become due and payable and such default continues for a period of ten (10) days after receipt by Tenant of notice from Landlord specifying the default.

(c) If Tenant fails to observe or perform any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, including abiding by the Rules and Regulations (as defined below) and such default continues for a period of ten (10) days after written notice thereof from Landlord to Tenant, provided, however, that with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said ten (10) day period, Tenant shall have an additional period of ten (10) days to cure such default, provided Tenant commences to cure within said ten (10) days and actually cures the default within ten (10) days after Landlord's notice.

(d) If Tenant files a petition in bankruptcy, is adjudicated as bankrupt, or files any petition or answer seeking any reorganization, rearrangement, recomposition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises shall be appointed in any action, suit, or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within ten (10) days after such filing or appointment.

(e) If Tenant vacates, abandons, or fails to use the Leased Premises for the Permitted Use for a period in excess of ten (10) days.

(f) If any representation or warranty made by the Tenenat herein shall prove to be false, misleading, or incorrect in any material respect as of the date made.

20. Landlord's Remedies. If the notices provided for in Sections 18 and 19 hereof shall have been given, then this Lease shall terminate as specified in Section 18, and Landlord or Landlord's agents may immediately or at any time thereafter re-enter into or upon the Leased Premises, or any part thereof, either by summary dispossession proceedings or by any proceeding at law, or by the exercise of self-help (which Tenant hereby expressly consents to), or otherwise, without being liable to indictment, prosecution, or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold, and enjoy the Leased Premises. The words "re-entry," "re-enter" and "re-entering" as used in this Lease are not restricted to their technical legal meanings. Upon such termination or re-entry, Landlord may, at its option, exercise any and all the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

(a) If Landlord terminates this Lease or terminates Tenant's right to possess the Leased Premises because of an Event of Default, Landlord may hold Tenant liable for: (i) Rent and other indebtedness that otherwise would have been payable by Tenant to Landlord prior to the expiration of the Term, less any amount that Landlord receives from reletting the Leased Premises after all Landlord's costs and expenses incurred in such reletting have been subtracted; (ii) any amounts Landlord incurs in reletting the Leased Premises during the remainder of the Term; (iii) other necessary and reasonable expenses, including without limitation reasonable attorneys' fees, incurred by Landlord in enforcing its remedies; and (iv) notwithstanding the foregoing sentence, at Landlord's election, Tenant shall pay to Landlord, on demand, as liquidated and agreed final damages, a sum equal to the amount by which the Rent for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Leased Premises, for the same period less the aggregate amount of any sums theretofore collected by Landlord pursuant to the provisions of this Section 20(a) for the same period. If, before presentation of proof of such liquidated damages to any court, commission, or tribunal, the Leased Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed prima facie evidence that such rental amount is the fair and reasonable rental value for the part or the whole of the Leased Premises relet during the term of the reletting.

(b) Landlord may relet the Leased Premises or any part thereof, alone or together with other premises, for such term (which may extend beyond the date on which the Term would have expired but for Tenant's default) and on such terms and conditions (which may include concessions or free rent and alterations of the Leased Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to relet the Leased Premises or collect any rent due upon such reletting. If Landlord relets the Leased Premises and collects rent in excess of the Rent, Additional Rent, and other charges payable by Tenant under this Lease, Landlord shall be entitled to retain any such excess and Tenant shall not be entitled to a credit therefor.

(c) Tenant hereby covenants and agrees, as a consideration for the granting by Landlord of this Lease that, in the event of the termination of this Lease by summary proceedings, or in the event of the entry of a judgment for the recovery of the possession of the Leased Premises in any action of ejectment, or if Landlord enters by process of Law or otherwise, any right of redemption provided or permitted by any statute, Law, or decision now or hereafter in force, and the right to any second and further trial provided or permitted by any statute, Law, or decision now or hereafter in force shall be and hereby is expressly waived by Tenant. Further, Tenant, on its own behalf and for its legal representatives, successors, and assigns, and on behalf of all persons or corporations claiming through or under this Lease, together with creditors of all classes, and all other persons having an interest therein, does hereby waive, surrender, and give up all right or privilege which it

may or might have by reason of any present or future Law or decision, to redeem the Leased Premises or have a continuance of this Lease for any part of the Term after having been dispossessed or ejected therefrom by process of Law or otherwise.

(d) Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at Law or in equity, including those available as a result of any anticipatory breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies.

(e) Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.

21. Failure to Insist on Strict Performance. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any covenant, term, provision or agreement of this Lease Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, notwithstanding any law, usage or custom to the contrary. The receipt by Landlord of rent with knowledge of the breach of any covenant or agreement hereunder shall not be deemed a waiver of the rights of Landlord with respect to such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

22. Surrender of Leased Premises.

(a) Tenant shall, upon the termination of this Lease Agreement, by lapse of time or otherwise, return the Leased Premises to Landlord in as good condition as when received, loss by fire or other unavoidable casualty and reasonable wear and tear excepted. It is understood and agreed that the exception made as to "loss by fire or other unavoidable casualty" does not include damages, fires or casualties caused or contributed to by the act or neglect of Tenant, its servants, agents, employees, invitees or licensees, and not compensated for by insurance. Tenant shall surrender all keys to the Leased Premises and inform Landlord of all combinations on locks, safes and vaults therein.

(b) All installations, additions, fixtures, and improvements in or upon the Leased Premises, whether placed there by Landlord or Tenant, including, without limitation,

paneling, decoration, partitions, railings, carpeting and flooring, shall, at Landlord's option, become the property of Landlord and shall remain upon the Leased Premises at the termination of this Lease Agreement without compensation, allowance or credit to the Tenant; provided, however, Tenant shall have the option of removing any trade fixtures which it installed in or upon the Leased Premises prior to the expiration of, or within thirty (30) days after the termination of this Lease Agreement, but Tenant shall remain responsible for repairing any damage caused to the Leased Premises by such removal.

(c) Any furniture, equipment, machinery or movable property owned by Tenant and brought onto the Leased Premises during Tenant's occupancy thereof and not removed prior to the expiration of, or within thirty (30) days after the termination of, this Lease Agreement shall be deemed to have been abandoned by Tenant and shall, without any further act by Tenant, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant and may be sold by Landlord or disposed of by Landlord as it sees fit. Any amount realized upon any such a sale shall be the property of Landlord. If Landlord has directed Tenant to remove any or all of such property, Tenant shall remain liable for the cost of its removal and for the cost of restoring the Leased Premises after such removal.

23. Holding Over. Should Tenant fail to vacate the Leased Premises at the termination hereof, such holding over shall operate and be construed to be a tenancy from month to month only, at a base monthly rental equal to the base monthly rental paid for the last month of the term of this Lease Agreement plus fifty percent (50%) of such amount, plus additional rent as provided herein and subject to the conditions, obligations and provisions of this Lease Agreement. No such holding over or payment or acceptance of rent resulting therefrom shall constitute or be deemed reconfirmation or renewal of this Lease Agreement. Nothing in this Section 23 shall be construed as a consent by Landlord to the possession of the Leased Premises after the expiration or termination of this Lease Agreement.

24. Expenses and Attorneys' Fees. In any litigation arising from the default in the performance of any of the provisions of this Lease Agreement by either Tenant or Landlord, each party shall bear the cost and expense of its own legal fees, disbursements and payment of expert witnesses incurred in connection with such litigation. In the event that either Landlord or Tenant shall be made a party to such litigation commenced by a person other than the parties hereto, then such party performing the act or suffering the omission which is alleged to be the subject of the litigation shall pay all costs, expenses and reasonable attorneys' fees incurred by the other party which arise from or in connection with such litigation. Notwithstanding the foregoing, this Lease is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

25. Self-Help. If Tenant fails to perform any of its obligations hereunder beyond all applicable notice, grace and/or cure periods provided for in this Lease Agreement, Landlord may (but shall not be obligated to) perform same, and in such event, Tenant shall reimburse Landlord for the cost thereof, and said reimbursement shall be due and payable upon demand by Landlord and shall bear interest at the Default Rate.

26. Assignment or Subletting. Tenant shall not, without the prior written consent of Landlord, which consent shall be provided in Landlord's sole discretion, assign this Lease Agreement, or sublet, or encumber the Leased Premises in whole or in part, or permit any other person or entity to occupy or use same. No attempted subletting, whether with the appropriate consent(s) (and the consent of any Mortgagee, if required) or in violation of this Section 26, shall relieve Tenant from liability for payment of rent or other sums due hereunder, or from being bound by any of the terms, conditions, covenants and agreements of this Lease Agreement. Tenant shall not be relieved of any and all of its obligations under this Lease Agreement in the event that Landlord (and any applicable Mortgagee) consents to an assignment of this Lease Agreement to a new tenant. Any subletting or assignment by Tenant permitted by Landlord (and Mortgagee, if any) shall be subject to and conditioned upon the following: (i) Tenant shall not be in default under any of the terms of this Lease Agreement, and (ii) Tenant shall deliver to Landlord a fully executed counterpart of the written assignment or sublease. Acceptance of rent from any other person or entity shall not be deemed a waiver of any of the provisions of this Lease Agreement or a consent to the assignment of this Lease Agreement or to the subletting, encumbrance or use or occupancy by another of the Leased Premises.

In the event that Landlord and/or any Mortgagee consent(s) to any proposed assignment, subletting, encumbrance, or granting of a right of use or occupancy, such consent shall not be deemed to be a consent to any other or further assignment, sub-letting, encumbrance or granting of a right of use or occupancy.

27. Broker. The parties agree that Cushman & Wakefield/Pyramid Brokerage Company brought about this Lease Agreement. Each party shall indemnify the other with respect to the claim of any other broker, agent or finder alleging to have acted on behalf of the indemnifying party. The indemnity obligations of Landlord and Tenant under this Section 27 shall survive the expiration and/or earlier termination of this Lease Agreement.

28. Rules and Regulations. Tenant agrees to follow the rules and regulations set forth in Exhibit C attached hereto and made a part hereof and all other rules and regulations from time to time promulgated by Landlord to promote the safe and efficient administration of the Business Park, the Building and the Property. Notwithstanding the foregoing, Tenant will not be required to expend money or take action to make any alterations, additions, improvements, or replacements on or to the Leased Premises on account of any rules or regulations established by Landlord pursuant to this Lease. Furthermore, Landlord will not establish rules or regulations that interfere unreasonably with Tenant's use and enjoyment of the Leased Premises. Landlord will use its best efforts to encourage compliance with the rules and regulations by other Tenants and occupants of the building and will enforce the rules and regulations in a fair and non-discriminatory manner. In the case of any conflict between any rules and regulations established by Landlord and the Lease, the Lease will control.

29. Use of Parking Lot and Other Common Areas. Tenant shall have the right to use, in common with others, any parking areas in front of the Building, as they may exist from time to time, any hallways providing access to the Leased Premises and rest rooms, if any, in the Building not located within any portion of the Building leased to another tenant. Unless otherwise designated by Landlord, employees, licensees and invitees of Tenant shall use only the parking area designated for the Leased Premises. The location, number and size of parking spaces in the parking

lot are to be in full compliance with any and all applicable laws, rules, regulations or ordinances which govern parking at the Business Park, the Building and/or the Property. Landlord may, at its reasonable discretion, restripe and/or relocate any parking areas for Building safety or efficiency.

30. Miscellaneous.

(a) This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Landlord and the Tenant, and their respective successors and assigns.

(b) This Lease Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(c) Tenant hereby waives the provisions of Section 227 of the New York Real Property Law or any law of like import now or hereafter in effect.

(d) All notices, certificates or other communications hereunder shall be sufficient if personally delivered or sent by registered or certified United States mail, postage prepaid, addressed, if to Landlord, to Genesee Gateway Local Development Corporation, 99 MedTech Drive, Batavia, New York 14020, Attention: President, with a copy sent to Harris Beach Murtha Cullina PLLC, 99 Garnsey Road, Pittsford, New York 14534, Attention: Francis L. Gorman, III, Esq., or to such other person or address as Landlord may hereafter direct by giving notice as provided herein, and if to Tenant, to OAKGROVE CONSTRUCTION, 6900 Seneca Street, Elma, New York 14059, Attention: Doug May, with a copy to sent to Cushman & Wakefield US Inc., 575 Maryville Center Drive, Suite 500, St. Louis, Missouri 63141, or to such other person or persons or address or addresses as Tenant may hereafter direct by giving notice as provided herein. All notices, certificates or other communications hereunder shall be deemed given under this Lease upon personal delivery or, if by registered or certified mail, upon the third day after mailing.

(e) This Lease Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between Landlord and Tenant relating to the rental of the Leased Premises.

(f) If any clause, provision or section of this Lease Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions thereof.

(g) This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **TENANT DOES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CAUSE OF ACTION DIRECTLY OR INDIRECTLY INVOLVING THE TERMS, COVENANTS OR CONDITIONS OF THIS LEASE AGREEMENT OR THE LEASED PREMISES OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AGREEMENT.**

(i) The provision of this Lease Agreement relating to waiver of a jury trial and the right of redemption shall survive the termination or expiration of this Lease Agreement.

31. Construction. In this Lease Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms shall refer to this Lease Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of the execution and delivery of this Lease Agreement.

(b) Any headings preceding the texts of the several Sections of this Lease Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

32. Force Majeure. This Lease Agreement and the obligation of Tenant to pay Base Rent and additional rent hereunder and to perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall not be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in construction, making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of a strike or labor trouble, or governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the condition of supply and demand which have been or are affected by war, terrorism, or other emergency, or by any other condition beyond the control of Landlord.

33. Financial Information and Security Deposit.

(a) The condition precedent to the effectiveness of this Lease Agreement shall be the receipt and approval by Landlord of financial statements of, or other financial information regarding, Tenant.

(b) Upon the date of the execution of this Lease Agreement by Tenant, Tenant shall deposit with Landlord one full month’s Base Rent as a security deposit for the full and faithful performance by Tenant of each and every covenant, term and condition of this Lease Agreement.

34. Memorandum of Lease. This Lease Agreement shall not be recorded but, at the request of Landlord, Landlord and Tenant shall execute a Memorandum of Lease which may be recorded in the Genesee County Clerk’s Office.

35. Representations and Warranties.

(a) Tenant represents and warrants to Landlord that the execution, delivery and performance of this Lease Agreement and the consummation of the transactions

herein contemplated have been duly authorized by all requisite corporate action on the part of the Tenant and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by-laws of the Tenant, or any indenture, agreement or other instrument to which the Tenant is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(b) Landlord represents and warrants to Tenant as follows:

1. Landlord owns the fee interest in and to the Property;
2. the execution, delivery and performance of this Lease Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Landlord and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by laws of the Landlord, or any indenture, agreement or other instrument to which the Landlord is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever;
3. there is no pending or threatened condemnation action relative to the Property and/or the Business Park;
4. the Property is (or will be upon the Lease Commencement Date) currently served by all necessary utilities required for Tenant's permitted use under this Lease (including, but not limited to, water, gas, electric, cable, telephone and sewer (storm and sanitary); and
5. Tenant will not be prevented from or restricted in conducting any part of its primary business in or from the Leased Premises or in exercising any of the rights granted with respect to the common areas of the Building because of any zoning ordinance, private restriction, covenant, lease, encumbrance, or agreement entered into by any person having or having had an interest in the Property, the Building or any portion of the Business Park.

The foregoing representations and warranties are a material inducement to Tenant to enter into this Lease and shall survive the expiration and/or earlier termination of the Lease.

36. Consent of Mortgagee. In the event that the Property is or becomes encumbered by a mortgage and such mortgage requires the consent of the Mortgagee to leases of the Property, this Lease Agreement shall not become effective unless and until the Mortgagee has consented to it. Landlord will use its best efforts to obtain the Mortgagee's consent but shall not be liable in the event that the Mortgagee does not consent. The parties agree that they will modify or amend this Lease Agreement if required by the Mortgagee as a condition to its consent, provided that such modification does not substantially alter the financial terms hereof or the rights or

obligations of the parties hereunder. Tenant agrees to cooperate with Landlord in obtaining such consent.

Whenever the consent of Landlord is required hereunder, the consent of the Mortgagee shall also be required if the mortgage so requires. The Mortgagee shall also have such rights of the Landlord (e.g., to access) as may be provided in the mortgage.

37. Termination, Modifications and Amendments. Landlord and Tenant agree not to terminate, materially modify or materially amend this Lease Agreement or any of the term thereof, or to grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof, without the prior written consent of the Landlord and Tenant. Any attempted termination, modification or amendment of this Lease Agreement without such written consent shall be null and void.

38. Non-recourse to Landlord. This Lease Agreement shall be non-recourse to Landlord, and Tenant shall look only to Landlord's equity in the Leased Premises in the event of any damages or claims which Tenant may assert against Landlord arising out of or in connection with this Lease Agreement.

39. Tenant's Personal Property; No Lien. Landlord waives any statutory liens, and any rights of distraint, with respect to Tenant's personal property and trade fixtures ("Personal Property"). This Lease does not grant a contractual lien or any other express or implied security interest to Landlord with respect to Tenant's Personal Property.

IN WITNESS WHEREOF, this Lease Agreement is executed as of the day and year first above written.

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By _____
Name: _____
Title: _____

DENISE GOODBERLET D/B/A DNP HEALTH & WELLNESS

By _____
Name: _____
Title: _____

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ___ day of _____ in the year 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

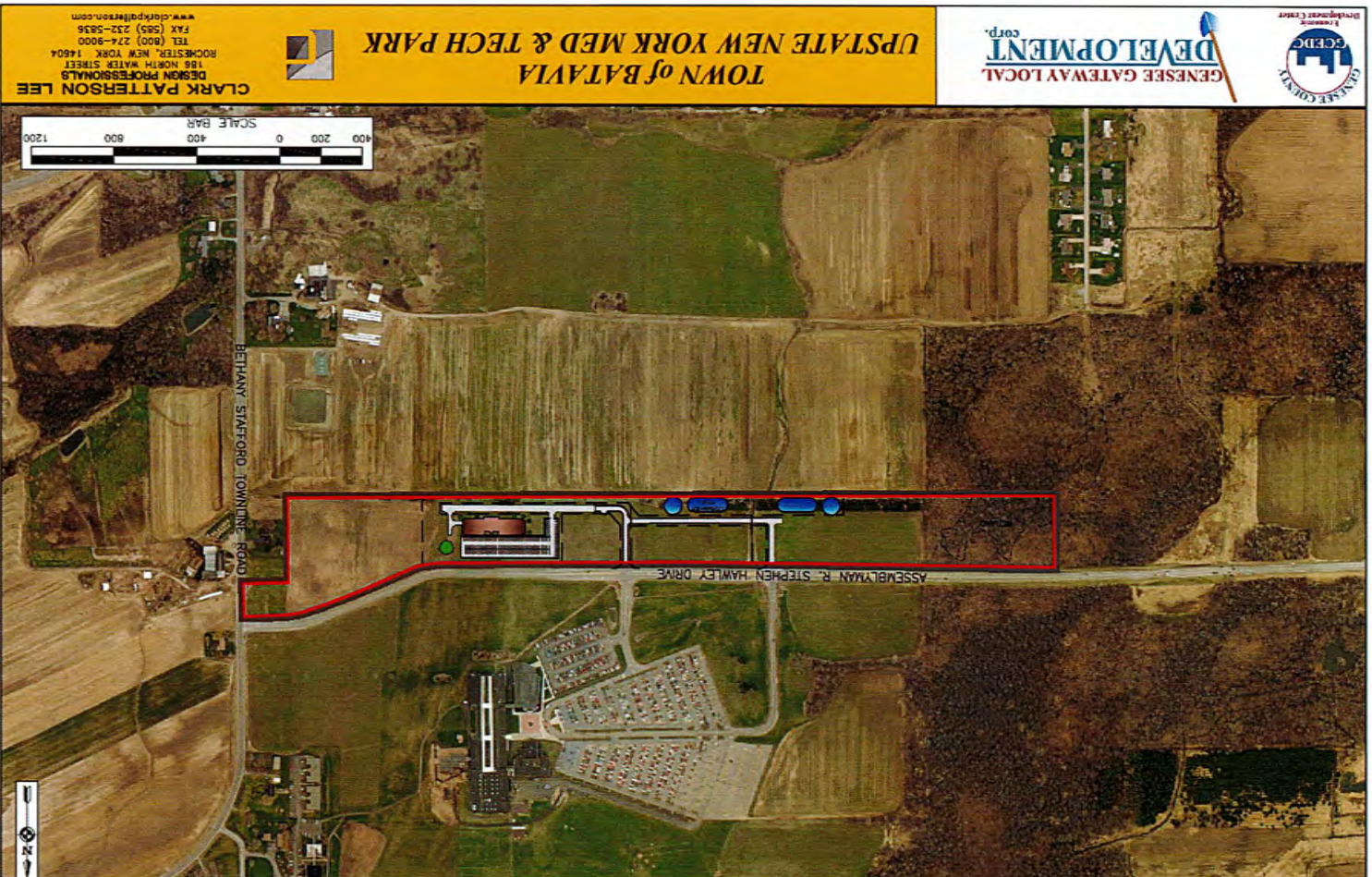
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ___ day of _____ in the year 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A – PROPERTY: Site = Upstate MedTech Park, Batavia NY
Building = Upstate MedTech Centre



4.2

EXHIBIT B
LEASED PREMISES
(Drawing)



GENESEE GATEWAY LOCAL DEVELOPMENT
 corp.



TOWN of BATAVIA
UPSTATE NEW YORK MED & TECH PARK

CLARK PATTERSON LEE
 DESIGN PROFESSIONALS
 155 EAST MAIN STREET
 BOWEN/B, NEW YORK 14020
 TEL: (516) 271-2200
 FAX: (516) 271-2202
 www.clarkpattersonlee.com



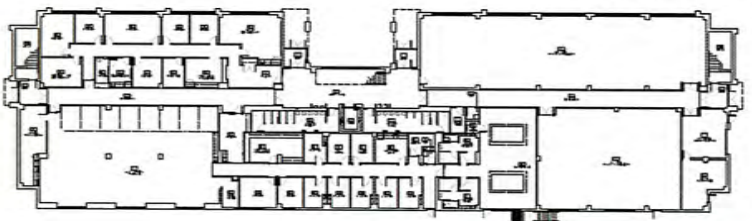
MED-TECH CENTRE:
 TOTAL FACILITY AREA: 42,915 SQFT.

2ND FLOOR PROGRAM:
 GCC NURSING PROGRAM - 15,805 SQFT.
 CIRCULATION SPACE - 3,300 SQFT.
 SUPPORT SPACE - 945 SQFT.
 2ND FLOOR TOTAL AREA: 20,050 SQFT.

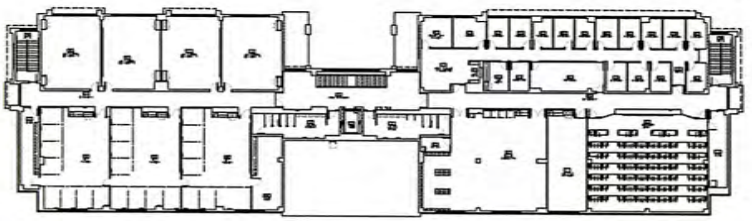
1ST FLOOR PROGRAM:
 GCDC OFFICES - 3,100 SQFT.
 UMMC OT/PT SUITE - 7,815 SQFT.
 UMMC POOL MECH. - 965 SQFT.
 COMMERCIALIZATION - 6,075 SQFT.
 CIRCULATION SPACE - 3,350 SQFT.
 SUPPORT SPACE - 1,560 SQFT.
 1ST FLOOR TOTAL AREA: 22,865 SQFT.



CONCEPTUAL ELEVATION:
 SCALE: 1/8" = 1'-0"



1ST FLOOR PLAN:
 SCALE: 1/8" = 1'-0"



2ND FLOOR PLAN:
 SCALE: 1/8" = 1'-0"

4.2

31

EXHIBIT C

RULES AND REGULATIONS

1. Tenant shall not discharge, or permit the discharge, of any industrial waste, hazardous waste, or any other matter, except for normal sanitary sewerage, into the sewer facilities which serve or are used in connection with the Leased Premises.

2. Tenant shall not, without the prior written consent of Landlord, in Landlord's sole discretion, install, or permit the installation of, any object, including, without limitation, any antenna, dish, sign, or transmission device, on the roof or exterior walls of the Leased Premises or Building or in the yards or parking areas related thereto.

3. Tenant shall not use, or permit the use of, the water, water closets, and plumbing fixtures for any purposes other than those for which they were designed and constructed.

4. Tenant shall not use, keep, or permit to be used or kept, any foul or noxious gas or other substance in or about the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord-by reason of noise, odors, and/or vibrations or by reason of interference in any way with other tenants of the Building or those having business therein.

5. Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other document in or about the Leased Premises or the Building, or the surrounding areas, yards or parking lots or allow any such sign, advertisement, notice, or other document to be so exhibited, inscribed, painted, or affixed without first obtaining prior written consent of Landlord (which consent shall not be unreasonably conditioned, delayed or withheld). In the event of any violation of the foregoing, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.

6. Tenant shall not mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. Tenant shall not bore, cut or string wires on or about the Leased Premises, Building, or the surrounding areas, yards or parking lots, or permit same to be done, without the prior written consent of the Landlord.

7. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Landlord or the desirability of the building, or the project of which it is a part, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

8. Tenant shall not bring or permit to be brought or kept in or on the Leased Premises, Building, or surrounding yards, areas, or parking lots any inflammable, combustible, or explosive or otherwise hazardous fluid, material, chemical or substance or cause or permit any odors to permeate in or emanate therefrom.

EXCLUSIVE AUTHORIZATION AND RIGHT TO LEASE

The undersigned **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION** ("Owner"), being the Owner of the property set forth on Schedule A hereto (the "Property"), hereby grants the undersigned **PYRAMID BROKERAGE COMPANY OF ROCHESTER, INC.** ("Broker") the **EXCLUSIVE AUTHORIZATION AND RIGHT**, for a period commencing as of the date last signed below and terminating on August 31, 2025 at 11:59 PM ("Term"), to lease the Property to a suitable tenant as hereinafter described. The rental rate shall be \$ _____ per square foot plus tenant's pro rata share of real property taxes, insurance premiums incurred by Owner at the Property and common area expenses, for a period of _____ years, or at such other lease price and terms as are acceptable to Owner in Owner's sole and absolute discretion.

1. Broker shall perform the following services in connection with this Agreement (collectively, the "Services"):

A. Broker shall use its best efforts to procure a tenant of the Property (Tenant) satisfactory to Owner in its sole and absolute discretion and effect a lease of the Property.

B. Broker shall take the following actions regarding prospective Tenants:

- (a) coordinate with Owner and prospective Tenants walk-throughs of the Property;
- (b) provide comparative marketing and lease information about other properties in order to assist Owner in evaluating any proposed lease;
- (c) diligently pursue and follow up with prospective Tenants; and
- (d) evaluate their realistic intent and financial ability to lease the Property.

C. Broker shall advertise the Property by such means and methods and in such media as Owner may approve, including but not limited to:

- (a) placing a "For Lease" sign or other similar marketing sign on the Property;
- (b) developing and placing information about the Property (including photographs and videos):
 - (i) on the internet on Broker's website, a property-specific created website, or other websites that Broker deems appropriate;
 - (ii) in print, online, or electronic advertisements and mailings;
 - (iii) with listing services that may publicize property information on the internet or by other means; and
 - (iv) in brochures.

2. Broker represents that it is a duly licensed real estate broker in the State of New York and will use its best efforts to negotiate a lease of the Property upon terms and conditions

satisfactory to Owner, in Owner's sole and absolute discretion. Further, it is expressly agreed that Owner shall have the right, in its sole and absolute discretion, to determine the suitability, worthiness, and quality of any Tenant and to refuse to enter into any lease of all or any part of the Property for any reason whatsoever and without incurring any obligation to Broker for the payment of any commission or otherwise.

3. Subject to Paragraphs 4, 5 and 6 below, Owner shall pay to Broker a commission (the "Commission"), in equal monthly installments of the entire rent received by Owner from Tenant on a monthly basis for Tenant's Lease of the Property until Broker's Lease Commission is paid in full by Owner to Broker based upon six percent (6%) of the base rent payable to Owner by the Tenant under the lease for the term of the Lease and any renewals or expansions (the "Lease Commission").

4. The Lease Commission shall be deemed earned, due and payable in equal monthly installments beginning at the rent commencement date pursuant to the terms of the lease, if:

a) During the Term hereof, (i) Broker procures a Tenant on the terms specified herein or on any other terms acceptable to Owner covering the Property, (ii) the tenant shall have executed and delivered a lease to Owner, (iii) the tenant shall have deposited with Owner such security deposit, if any, as may be required under the terms of the lease, (iv) tenant shall have paid to Owner the first full monthly installment of fixed rent under the lease (exclusive of any rental payable at the time of the execution of the lease) and, (v) the term of the lease shall have commenced and tenant shall have unconditionally entered into possession and accepted occupancy of the Property, and (vi) Tenant is not in default under the lease upon commencement of the lease term and annually thereafter; or

b) A lease of all or any part of the Property is made and entered into within ninety (90) days after expiration of this Agreement by a person(s) to whom Broker shall have presented the Property during the Term hereof and said person has toured the Property or Property and whose name(s) Broker shall have submitted in writing to Owner prior to the termination of this Agreement.

5. Reserved.

6. Reserved.

7. Broker shall also be entitled to a Lease Commission in accordance with the terms of this Listing Agreement in connection with or arising out of any renewals or extensions of the original lease or if Tenant expands Tenant's premises by leasing additional space. Broker may also be entitled to a Sale Commission in the event a buyer entered into a lease with Owner during the term of this Agreement, which lease provided the Tenant with an option to purchase the Property.

8. Broker may employ or engage the services and cooperation of other duly licensed real estate broker(s) in the State of New York (each, a "Co-Broker"), at no cost to Owner, who will act through or under Broker to assist it in effectuating the lease under such arrangements as

Broker may deem advisable. Owner shall have no obligation to pay for the services provided by any such Co-Broker beyond its Lease Commission obligations to Broker hereunder. Broker shall indemnify, defend, save, and hold harmless Owner from, against, or with respect to any action, proceeding, claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of, related to, or in connection with the attempt to recover brokerage or finder's fees, commission, or any other like payment by any Co-Broker engaged by Broker or with whom Broker had substantial and material dealings. Broker's obligations herein shall survive the expiration or earlier termination of this Agreement.

9. In the event (i) a prospective tenant makes a deposit, earnest money deposit, good faith payment, down payment, option payment or such similar payment (hereinafter referred to as the "Deposit"), (ii) the lease is not finalized for any reason, and (iii) Owner becomes entitled to the Deposit or any portion thereof (the "Retained Deposit"), then Owner shall pay to Broker an amount equal to the Retained Deposit multiplied by the Lease Commission percentage rate to be paid to Broker as set forth above.

10. Broker is hereby authorized to solicit a lease on Owner's behalf and shall promptly notify Owner of any inquiries it receives relative to the Property. Owner reserves the right to negotiate directly with one or more prospective Tenants and, if requested by Owner, Broker agrees to participate in such negotiations. Broker shall make no commitment on the part of Owner relative to any proposed lease or otherwise without Owner's prior written approval in each instance. Owner shall have the sole and absolute discretion to accept or reject any proposed lease and shall have the sole and exclusive authority to make any commitments and to enter into any lease agreements. As Owner's exclusive broker, Broker shall diligently perform all the Services using its best efforts. It is understood that Broker is an independent contractor and shall not be considered Owner's agent for any purpose whatsoever and Broker is not granted any right or authority to assume or create any obligation or liability or make any representation, warranty or agreement (expressed or implied) on Owner's behalf or to bind Owner in any manner whatsoever without Owner's prior written consent.

11. Owner may terminate this Agreement at any time upon written notice to Broker and without liability to Broker for any Commission or other expense if Broker, its affiliates, Co-Broker(s), or any of their respective officers, agents, or employees commit[s] any of the following:

a) An illegal act, or any act which involves fraud, willful misconduct, gross negligence, or a conflict of interest;

b) A breach of this Agreement, whether by negligence or default in the performance of any Broker obligation, if such breach continues for ten (10) business days after written notice thereof is delivered by Owner to Broker; or

c) A breach of any representation or warranty made by Broker herein, if such breach continues for ten (10) business days after written notice thereof is delivered by Owner to Broker.

12. In the event of any litigation between Broker and Owner arising out of, or in connection with, this Agreement, any such controversy shall be resolved by submission to a New York State Court of competent jurisdiction located in Genesee County, New York with venue of any action or proceeding vested exclusively in Genesee County, New York.

13. No members, partners, officers, directors, employees, or agents of Owner shall have any personal liability (directly or indirectly) under or in connection with this Agreement, and Broker hereby waives all such personal liability. If any action is brought to enforce the obligations of Owner hereunder, the judgment or decree shall be enforceable against Owner only to the extent of the amount of the Commission and any reasonable legal fees expensed by Plaintiff. No property or assets of Owner shall be subject to levy, execution, or lien for the satisfaction of any remedies against Owner except to the extent of the amount of the judgment or decree.

14. Owner hereby agrees to (a) subject to any contractual confidentiality obligations, make available to Broker all relevant data, records and documents pertaining to the Property reasonably necessary to accomplish a sale or lease of the Property, (b) allow Broker to show the Property at reasonable times and upon reasonable notice, and (c) commit no act which might tend to obstruct Broker's performance hereunder.

15. Owner agrees represents and warrants to Broker:

a) That Owner is the Owner of record of the Property and has the authority to execute this Agreement and to lease the Property subject to the approval of (i) Owner's Board of Director's approval of the terms, covenants and conditions of any particular lease agreement; and

b) That Owner has not entered into any other agreement with any other broker with respect to the lease of the Property.

16. Subject to applicable law and any rules and regulations promulgated thereunder, Owner authorizes Broker to place signs on the Property subject to Owner's prior written approval, to photograph the Property and use such photographs in connection with a lease promotion, and to otherwise advertise the Property.

17. Owner shall refer to Broker all inquiries made of or to the Owner regarding the Property.

18. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth on the signature page below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service. Any party may change its address for purposes of this Paragraph 18 by giving written notice as provided in this Paragraph 18. All notices and demands delivered by a

Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Paragraph 16.

19. This Agreement constitutes the final and complete expression of the parties' understanding with respect to its subject matter and it supersedes all prior or contemporaneous discussions, understandings or agreements, all of which are merged into this Agreement. By executing this Agreement, Broker accepts the authorization provided for above. Except as provided otherwise herein, this Agreement shall not be changed or modified unless in a writing signed by both Owner and Broker.

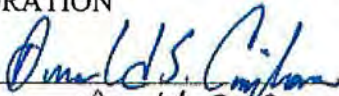
20. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of Owner and Broker has caused its duly authorized representative to execute this Agreement as of this date, September __, 2024.

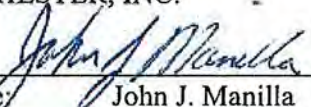
OWNER:

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By: 
Name: Donald S. Cunningham
Title: Chairman
Address: 99 MedTech Drive,
Suite 106
Batavia, New York 14020
(585) 419-8907

BROKER:

PYRAMID BROKERAGE COMPANY OF ROCHESTER, INC.

By: 
Name: John J. Manilla
Title: President
Address: 370 Woodcliff Drive
Fairport, New York 14450
(585) 248-9426

SCHEDULE A
The "Property"

known as: 99 Med Tech Drive
consisting of: Up to 5,000 sf on the first floor
Tax ID#: 9.-1-216.12

GGLDC

Chris Suozzi – Workforce Development

March 27, 2025

Discussion:

We have been impactful in creating new workforce development programs over the years. Programs like “GLOW with your Hands” Manufacturing and “GLOW with your Hands” Healthcare are impactful for k-12 career exploration with our local companies. As in years past we are seeking to assist in supporting both programs for 2025 events.

Action Requested:

We would like to support GLOW Works, Inc, a 501 C3 that is the overarching entity that supports GLOW with your HANDS Manufacturing for \$2500 and GLOW with your Hands Healthcare for \$2500.

Staff request a contribution from GGLDC in the amount of a combined \$5,000 to support these workforce development programs under GLOW Works, Inc.

**GGLDC
2025 Workforce Development Fund**

Sources		Approved	Updated	Status	Comments
need update	Workforce Development Fund Reserve	\$46,557			Carryover from 2024
		\$20,000			Additional Allocation
		\$66,557			
Uses					Comments
	BEA Premier Membership	\$2,500			BEA to assist with Mechatronics planning and recruiting events and materials in k-12, annual fee
	GLOW with your hands - MFG	\$2,500			Support the program
	GLOW with your hands - Healthcare	\$2,500			Support the program
*	Box Car Derby Events	\$9,000			Support current events and expansion
	Tech Wars Event	\$500			GCC Tech War's for students 6-12th grade- Gold Sponsorship
	Tech Wars Event - STEAM Jam	\$500			STEAM Jam for students 3-5th grade
	Marketing & Communications	\$7,500			Support student focused communications
*	CNC Training Certificates	\$5,000			Assist High School Seniors and instructors in training from Best Center's new FANUC training certificates
*	Pre-Apprenticeship Bootcamp	\$5,000			SUNY GCC funding dollars completed, will seek other sources, but sponsorship needed for the program
	Finger Lakes Youth Apprenticeship	\$2,500			Sponsorship to support the program
	City of Batavia Police Night Out	\$250			City of Batavia Police Night Out
	High School welding competition	\$500			Oakfield FFA program hosting a welding competition at GC Fairgrounds June 2024
*	STEM/Skilled Trades	\$5,000	\$25,000		Support programs, Batavia Tech Club (after school program), GIRLS in STEM Conference
	SAME	\$20,000	\$0		ACT Work Ready Communities SAME - Summer Advanced Manufacturing Experience (SAME) - 9th and 10th grade
Total Uses		\$63,250		\$0	
Net		\$3,307			
*	Place holders if these programs do not get grants to cover				

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

AUTHORIZING RESOLUTION
(Sale of Land to Batavia Cold Storage, LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on _____, _____, 2025, at 4:00 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. # __/2025 - __

RESOLUTION OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, AS THE SOLE MEMBER OF GENESEE AGRI-BUSINESS LLC, AUTHORIZING (I) THE SALE OF CERTAIN LANDS OWNED BY GENESEE AGRI-BUSINESS LLC TO BATAVIA COLD STORAGE, LLC, OR ITS PERMITTED ASSIGNS, COMPRISING APPROXIMATELY 3 +/- ACRES LOCATED IN THE TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCEL 13.-1-170.11 (THE "LAND"), AND (II) THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF THE LAND AND (III) THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY AND INCIDENTAL THERETO

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law of the State of New York (the "State"), as amended (hereinafter collectively called the "Act"), and pursuant to its certificate of incorporation filed on September 20, 2004 (the "Certificate"), the **GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION** (the "Corporation") was established as a not-for-profit local development corporation of the State with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, the Corporation is the managing and majority member of **GENESEE AGRI-BUSINESS LLC** ("GAB"); and

WHEREAS, among other property, GAB owns approximately 30.40+/- acres of vacant land located at Ag Park Drive I, Town of Batavia, Genesee County, New York (the "Land"); and

WHEREAS, **BATAVIA COLD STORAGE, LLC** and its permitted assigns (the "Company") has offered to purchase the Land in connection with a certain project to be

undertaken by the Company thereon pursuant to the terms and conditions of that certain Purchase and Sale Agreement, the form of which is attached hereto as Exhibit A (the "Purchase and Sale Agreement").

WHEREAS, GAB desires to transfer to the Company, for and in consideration of \$65,000.00 per developable acre, an approximately 3.00+/- acre parcel of land located in the Genesee Valley Agri-Business Park (the "Park") at Ag Park Drive I, in the Town of Batavia, Genesee County, New York, known as tax parcel 13.-1-170.11 (the "Land"); and

WHEREAS, the Corporation desires to adopt a resolution authorizing (i) the sale of the Land to the Company, (ii) the execution of the Purchase and Sale Agreement, and (iii) a deed and related documents in connection with the purchase and sale of the Land (the "Closing Documents"); and

WHEREAS, the Purchase and Sale Agreement in connection therewith has been negotiated and is presented to this meeting for approval and execution.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby finds and determines that:

(A) By virtue of the Act and the Certificate, the Corporation has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act and the Certificate; and

(B) The Corporation has the authority to take the actions contemplated herein pursuant to the Act and the Certificate; and

(C) The Corporation finds that the proposed transfer of the Land constitutes a "Type II action" pursuant to New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), and therefore is exempt from review under SEQRA.

Section 2. The Corporation hereby authorizes the transfer of the Land (such metes and bounds description to be agreed upon by the Company and GAB), subject to compliance with all applicable law, including, without limitation, the New York State Public Authorities Accountability Act and the execution and delivery of all documents necessary and incidental thereto.

Section 3. The Chairman, Vice Chairman, President/Chief Executive Officer and/or Senior Vice President of Operations of the Corporation are hereby authorized, on behalf of the Corporation and GAB, to do all acts and things required and to execute and deliver all such deeds, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee

or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. Harris Beach PLLC shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$14,000.00 subject to no substantive title issues, municipal approval issues and/or environmental issues arising in connection with the purchase and sale of the Land, in which event, additional attorney fees are authorized as necessary to resolve such foregoing issues.

Section 5. These Resolutions shall take effect immediately upon adoption.

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Donald Cunningham	[]	[]	[]	[]
Jonathan Tretter	[]	[]	[]	[]
Sarah Noble-Moag	[]	[]	[]	[]
Mark Brooks	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Marianne Clattenburg	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Gregg Torrey	[]	[]	[]	[]
Pete Zeliff	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

**PURCHASE AND SALE CONTRACT
FOR LOTS, VACANT LAND AND FARMS**

When signed, this document becomes a binding contract.
Purchaser or Seller may wish to consult their own attorney.

PURCHASER(S): **Batavia Cold Storage, LLC**, a domestic limited liability company with an address of 6 Treadeasy Avenue, Batavia, NY 14020

SELLER(S): **GENESEE AGRI BUSINESS, LLC**, a New York limited liability company with an address at 99 MedTech Drive, Batavia, New York 14020

OFFER TO PURCHASE:

Purchaser offers to purchase the property described below from Seller on the following terms:

1. **PROPERTY DESCRIPTION:** Property known as part of land owned by the Genesee Agri Business, LLC. The approximate size of the Property to be purchased by the Purchaser from the Seller is 3.00 acres (approximately 3.00 acres buildable). The Property is depicted per attached Exhibit "A" and consists of part of tax parcel 13.-1-170.11, situated in the Town of Batavia. The actual acreage of the Land to be purchased by the Purchaser from the Seller shall be determined based on the Updated Survey Map (as defined in paragraph 5.C below). In addition to the Land, including, without limitation: (i) any and all access and other easements, covenants, privileges and hereditaments benefitting the Land; and (ii) any and all air, water, riparia, development and utility rights.

2. **PRICE; AMOUNT AND HOW IT WILL BE PAID:** The purchase price to be paid by the Purchaser to the Seller shall be \$65,000.00 per developable acre with a maximum purchase price of \$195,000.00 and the maximum purchase price shall apply if the size of the Property exceeds 3.00 buildable acres (but less than 3.5 buildable acres) based on the Updated Survey Map to be provided by the Seller to the Purchaser provided said difference is less than .5 acres.

The Purchaser shall receive a credit at Closing (as defined in paragraph 4) for the Deposit (as defined in paragraph 11) made hereunder. The balance of the purchase price, as adjusted pursuant to paragraph 8, shall be paid by official bank draft, wire or certified check at closing.

3. **CONTINGENCIES:** Purchaser makes this offer subject to the following contingencies to be satisfied or waived by August 1, 2025 (the "Due Diligence Expiration Period"):

- a. Due Diligence pursuant to paragraph 16, acceptable to Purchaser in its sole and absolute discretion;
- b. Financing for the purchase and development of the Property as an ice manufacturing business; and
- c. Subdivision of the parcel, at Purchaser's sole cost and expense but with approval and consent of the Seller as to the actual dimensions of the subdivided parcel.

If Purchaser does not notify Seller in writing on or prior to August 1, 2025 that Purchaser has satisfied or waived the foregoing contingency, this Contract shall be null and void and neither party shall (except for any obligations which expressly survive a termination of this Contract) have any further rights or obligations under this Contract, except that Purchaser shall be entitled to prompt return of the Deposit. Time is of the Essence as to the Expiration of the Due Diligence Period. Purchaser's notice to Seller pursuant to this Section 3 may be given by Purchaser's counsel.

4. **CLOSING DATE, PLACE, AND POSSESSION:** Transfer of title shall take place at the Genesee County Clerk's Office or at the offices of the Seller's attorney on or before September 2, 2025. The actual date of Closing will hereinafter be referred to us as the "Closing Date." Time is of the Essence as to the Closing Date.

5. **TITLE AND RELATED DOCUMENTS:** Seller shall provide the following documents in connection with the sale:

- A. **Deed.** Seller will deliver to Purchaser at Closing a properly signed and notarized Bargain and Sale Deed with covenant against grantor's acts and subject to trust fund provisions of Section 13 of the Lien Law.
- B. **Abstract, Bankruptcy and Tax Searches.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days from the Date of Acceptance (as defined in paragraph 16), at Seller's expense, fully guaranteed tax, title and United States Court Searches dated or re-dated after the Date of Acceptance with a local tax certificate for Town, Village or City and School District taxes, if any (collectively, the "Title Evidence"). Purchaser will pay for continuing such searches to and including the Closing Date.
- C. **Instrument Survey Map.** The Seller shall furnish and pay for an instrument survey map of the Property being purchased ("Updated Survey Map") and shall have markers placed on the angle points and pins on the corners. The Update Survey Map shall be prepared by a licensed surveyor and dated or re-dated after the Date of Acceptance. The Updated Survey Map shall show acreage of the Land inclusive of public rights of way, if any. The Updated Survey Map shall be furnished to the Purchaser and its attorneys within thirty (30) calendar days from Seller's delivery of the Title Evidence to Purchaser. The Updated Survey Map shall be certified to meet the standard requirements of the Genesee County Bar Association and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the Property is located.
- D. **Corporate Documents.** Seller will furnish and deliver to Purchaser or Purchaser's attorney at least thirty (30) calendar days before the Closing Date, at Purchaser's expense, a current Certificate of Good Standing.
- E. **Title Company Affidavits and Other Documents.** Seller will deliver to Purchaser at Closing such affidavits and other agreements as may be reasonably required by Purchaser's title insurance company to issue a fee title insurance policy to purchaser for the Property, including a commercially reasonable title affidavit.

F. **Due Diligence Documents.** Within five (5) business days following the Date of Acceptance, to the extent within its possession or control, Seller will provide Purchaser with copies of any and all existing (i) title reports, abstracts of title, title insurance commitments, title insurance policies, title exception documents and survey maps pertaining to the Property, (ii) environmental studies, engineering studies, soil tests, and any other relevant documents pertaining to the physical or environmental condition of the Property, and (iii) any permits and approvals issued with regard to the development of the Property.

6. **MARKETABILITY OF TITLE:**

A. The deed and other documents delivered by Seller shall be sufficient to convey good marketable title to the Property in fee simple, free and clear of all liens and encumbrances. However, Purchaser agrees to accept title to the Property subject to (i) the lien of current real estate taxes not due and payable; and (ii) public utility easements along lot lines as long as the Purchaser has determined those easements do not interfere with any improvements Purchaser may construct in compliance with all present zoning and building codes applicable to the Property (the "Permitted Exceptions"). Seller agrees to furnish any documents required by federal or state laws for transfer of title to real property.

B. THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, (1) THE PROPERTY IS BEING CONVEYED BY SELLER IN "AS-IS" CONDITION, (2) THAT, FOLLOWING DUE DILIGENCE, PURCHASER SHALL BE FULLY FAMILIAR WITH THE CONDITION OF THE PROPERTY, AND (3) THAT PURCHASER SHALL BUY THE PROPERTY BASED SOLELY ON PURCHASER'S KNOWLEDGE OF THE PROPERTY AND NOT IN RELIANCE ON ANY REPRESENTATION MADE BY SELLER OR ANY EMPLOYEE OR AGENT OF SELLER. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL CONDITION OR ENVIRONMENTAL COMPLIANCE OF THE PROPERTY. THE WAIVER CONTAINED IN THIS SECTION SHALL SURVIVE CLOSING.

7. **OBJECTION TO TITLE:** If Purchaser raises a valid written objection to Seller's title, other than Permitted Exceptions, within twenty (20) days of receipt of all Title Evidence and the Updated Survey Map ("Title Objection Notice"), Seller shall have thirty (30) days from its receipt of the Title Objection Notice ("Seller's Response Period") to cause Seller's attorneys to provide Purchaser's attorneys with written assurances that are satisfactory to Purchaser, in Purchaser's reasonable discretion, that all Title Objections will be removed before or at the Closing. If Seller's attorneys do not provide such written assurances to Purchaser's attorneys prior to the expiration of the Seller's Response Period, then Purchaser may terminate this Agreement by giving a written termination notice to Seller at any time on or prior to five (5) business days from the expiration of Seller's Response Period. In such event this Contract shall be null and void and neither party shall (except for any obligations which expressly survive a termination of this Contract) have any further rights or obligations under this Contract, except that Purchaser shall be entitled to the prompt return

of the Deposit. Purchaser's termination notice to Seller pursuant to this paragraph 7 may be given by Purchaser's attorneys. Notwithstanding anything to the contrary contained in this paragraph 7, Seller and Purchaser hereby agree that Purchaser automatically (i.e., without the need for further notice to Seller) objects to all mortgage liens, mechanics liens, judgment liens, security interests and any other liens affecting all or any portion of the Property, except for liens arising from real estate taxes that are not due and payable as of the Closing, and Purchaser shall in no event be deemed to have waived its objection to any such liens. Seller shall deliver to Purchaser at Closing properly executed instruments, in recordable form, necessary to satisfy and release such liens.

8. RECORDING COSTS, MORTGAGE TAX, TRANSFER TAXES AND CLOSING

ADJUSTMENTS: Seller will pay the real property transfer tax. Purchaser will pay for recording the deed and the mortgage, and for the entire mortgage tax subject to any terms contained in an incentive package, if any, from the Genesee County Economic Development Center ("GCEDC"). The following, as applicable, will be prorated and adjusted between Seller and Purchaser as of the Closing Date, excluding any delinquent items, interest and penalties: current taxes or special district fees computed on a fiscal year basis, rent payments, fuel oil on the Property, water charges, pure water charges, sewer charges, current common charges or assessments. If there is a water meter at the Property, Seller shall furnish an actual reading to a date not more than 30 days before the Closing Date. At closing, the water charges and any sewer rent shall be apportioned on the basis of such actual reading.

9. ZONING: Seller represents that the zoning for the Property is I -Industrial Park.

10. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this Contract without any further liability to Seller. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

11. DEPOSIT TO SELLER: Purchaser shall make a Twenty Thousand and no/100 U.S. Dollars (\$20,000.00) refundable deposit ("Deposit") within three (3) business days following the Date of Acceptance to be held in escrow by Seller's attorney Harris Beach PLLC, 99 Garnsey Road, Pittsford, NY 14534 pursuant to the Escrow Agreement attached hereto as Exhibit "B". Such Deposit shall be paid to Seller at the time of Closing and shall be credited against the total purchase price at Closing. Should this contract be terminated for any reason, except for Purchaser's default hereunder, the Deposit shall be refunded to the Purchaser.

11.(a). DEFAULT; LIQUIDATED DAMAGES:

- (i) Seller's Default. In the event that the sale of the Property fails to close as a result of a default under this Contract by the Seller, Purchaser may (i) sue Seller for specific performance or (ii) terminate this Contract, in which event the Escrow Agent shall deliver the Deposit to Purchaser and Seller shall pay to Purchaser Purchaser's reasonable out-of-pocket costs in connection with the Purchaser's due diligence costs and expenses in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) as liquidated damages resulting from Seller's breach hereof and thereafter neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Seller hereunder,

such default shall not be effective until expiration of fifteen (15) business days after Purchaser shall give to Seller written notice of such default which notice shall afford to Seller the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Purchaser.

- (ii) Purchaser's Default. In the event that the sale of the Property fails to close as a result of a default under this Contract by Purchaser, Seller may (i) sue Purchaser for specific performance or (ii) terminate this Contract in which event the Escrow Agent shall release to Seller Twenty Thousand and 00/100 Dollars (\$20,000.00) of the Deposit as liquidated damages resulting from Purchaser's breach hereof and thereafter neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Purchaser hereunder, such default shall not be effective until expiration of fifteen (15) business days after Seller shall give to Purchaser written notice of such default, which notice shall afford to Purchaser the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Seller. Notwithstanding anything to the contrary herein, the Closing Date is Time of the Essence and Purchaser shall not be entitled to a cure period for purposes of the Closing Date.

12. REAL ESTATE BROKER: Seller and Purchaser acknowledge that no broker brought about this transaction. Seller and Purchaser warrant and represent that they have not dealt with any other brokers in connection with the sale embraced in this Contract and agree to indemnify and hold each other harmless from the claims of any other brokers for commissions. The provisions of this paragraph 12 shall survive Closing.

13. RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY:

If more than one person signs this Contract as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Purchaser in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. Purchaser shall not have the right to assign its rights, duties and obligations pursuant to this Contract or any of its rights hereunder without the prior written consent of Seller; provided, however, Purchaser shall be permitted to assign this Contract to any affiliate or subsidiary, or an affiliated or subsidiary entity created for the acquisition contemplated herein without obtaining Seller's consent so long as the Purchaser named herein remains fully responsible for the performance of all of Purchaser's obligations under this Agreement. No assignment shall be effective unless and until Purchaser provides Seller with a notice of assignment together with a copy of the applicable assignment and assumption agreement.

14. ENTIRE CONTRACT: This Contract when signed by both Purchaser and Seller will be the record of the complete agreement between the Purchaser and Seller concerning the purchase of the Property. No verbal agreements or promises made by either the Seller or the Purchaser shall be binding.

15. NOTICES. All notices under this Contract shall be in writing and shall be deemed validly given if sent by certified mail or by overnight delivery via a commercial courier to the addresses specified below by either party or its counsel. Any notice issued by or on behalf of the Seller or

Purchaser with respect to this Contract must also simultaneously be provided to the counsel for the receiving party to be effective as follows:

Seller:

Genesee Agri Business, LLC
Attn: Mark A. Masse
99 MedTech Drive
Suite 106
Batavia, New York 14020
E-mail: mmasse@gcedc.com
Phone: 585-343-4866, ext. 17

Counsel for Seller:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Francis L. Gorman, III, Esq.
E-mail: flgorman@harrisbeach.com
Phone: (585) 419-8628

Purchaser:

Batavia Cold Storage, LLC
Attn: Joseph A. Ludwig
6 Treadeasy Avenue
Batavia, NY 14020
E-mail: jandliceserviceincl@gmail.com
Phone:

Counsel for Purchaser:

Neill & Strong Attorneys and Counselor, PC
Attn: _____
13166 Main Street
Alden, NY 14004
E-mail:
Phone:

16. ACCESS TO PROPERTY/DUE DILIGENCE. At any time after the date upon which this Contract is executed by both Purchaser and Seller ("Date of Acceptance"), Purchaser may inspect, survey, examine and/or test the Property and conduct such tests thereon as it deems appropriate, including any such non-invasive inspection, surveying, examination, and/or testing required to conduct such activities in support of locating the planned economic development project at the site to and including any activities necessary for the SEQR process, by agent or otherwise. Purchaser acknowledges and agrees that it shall have no right to conduct drilling, soil boring or other invasive testing on the Property without first obtaining Seller's prior written consent, which consent shall be in Seller's sole and absolute discretion, predicated upon Purchaser presenting Seller with a detailed map of the location of where such invasive testing shall be conducted, a description of the nature of such invasive testing and whatever environmental or

engineering reports upon which Purchaser is basing its request for such drilling, soil boring or other invasive testing. Purchaser and/or its agents and employees shall have access to the Property at any reasonable time for purposes of making the foregoing inspections on prior reasonable notice to Seller. Unless otherwise agreed to in writing between the Purchaser and Seller, Purchaser shall bear all costs associated with the foregoing inspections and associated activities of the Property performed or conducted by Purchaser, or at the request of Purchaser, by its agent(s) or otherwise. Purchaser agrees to indemnify, defend and hold Seller harmless from all actual suits, causes of action, losses, payments and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Loss and Expense) arising from: (a) any personal injury or property damage caused by Purchaser's negligence during the inspection of the Property; (b) any and all mechanics', laborers', materialmen's or other liens asserted against the Property resulting from Purchaser's foregoing inspections; and (c) Purchaser's presence (or that of Purchaser's representatives, agents, employees, lenders, contractors, appraisers, architects and engineers) on or at the Property during the term of this Contract, which indemnity shall survive Closing or the earlier termination of this Contract. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon. Notwithstanding the foregoing, Purchaser's indemnification obligation pursuant to this paragraph 16 shall not apply to the extent any Loss and Expense results from the negligence or intentional misconduct of Seller. Purchaser agrees to return the Property in as near as possible its condition prior to Purchaser's entry thereon. Additionally, prior to permitting any contractor, agent, person or entity to enter onto the Property for any purposes, Purchaser shall deliver to Seller evidence of commercial general liability insurance and automobile liability insurance coverage maintained by Purchaser, as well as commercial general liability insurance coverage and automobile liability insurance coverage for each such contractor, agent, person or entity, with each such policy having a combined single limit per occurrence for personal injury and property damage of not less than One Million Dollars (\$1,000,000); provided, however, no such certificates shall be required of any subcontractor of an environmental engineer and/or contractor which has provided Seller with the requisite certificate. All policies required by this section shall name Seller as an additional insured thereon. Each such insurance policy shall be maintained with an insurer that is reasonably acceptable to Seller, and the form and scope of coverage shall be reasonably acceptable to Seller. Purchaser and each such contractor shall also maintain workers compensation insurance, if required by applicable law, in no less than the minimum statutory amount.

17. **INTEREST IN PROPERTY.** Seller represents that, except for Seller there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof. Any possession, occupancy and/or possessory rights of any persons other than Seller, shall be terminated by Seller on or prior to the closing date.

18. **COMMON AREA CHARGES; COMMUNITY FEES.** The common area charges, association fees or other community fees or assessments (including, but not limited to, any charges, dues or fees due in connection with the Genesee Valley Agri-Business Park) shall not exceed Seven Hundred and Fifty Dollars (\$750.00) annually for the first two (2) years following the Closing Date, and any future annual increases shall not exceed the lesser of (i) five percent (5%), or (ii) increases in the Consumer Price Index. The deed of conveyance shall provide for payment of such fees.

20. APPLICABLE LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York. The parties further agree that for the purposes of litigation arising between the parties, venue shall be laid in Genesee County Supreme Court. The prevailing party shall be entitled to attorney fees.

21. COUNTERPARTS. This Contract may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Contract.

22. AUTHORITY. Purchaser certifies to Seller that the execution, delivery and performance by Purchaser of this Contract and the performance of the Purchaser of the transactions contemplated hereunder have been duly authorized by Purchaser and that the individual signing this Contract on behalf of Purchaser has the full authority of Purchaser to enter into this Contract.

23. ENVIRONMENTAL. Seller represents and warrants to the best of its actual knowledge without independent investigation or inquiry that it has not received written notice that the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material. The term "Hazardous Material" means any material, substance or waste that is listed, regulated, or otherwise defined as "hazardous," "toxic," "radioactive," or a "pollutant," or "contaminant" (or words of similar intent or meaning) under any applicable law, including but not limited to petroleum, petroleum by-products, asbestos or asbestos-containing material, toxic mold, poly chlorinated biphenyls, flammable or explosive substances, or pesticides.

Seller certifies to the Purchaser that the Seller owns the Property and that the individual signing this Contract on behalf of the Seller has the full authority of the Seller to enter into this Contract. Seller accepts the offer and agrees to sell on the terms and conditions set forth above.

24. EDA GRANT ASSISTANCE FOR PARK. The Seller and Purchaser acknowledge that the premises were improved, in part, with funding from the United States Economic Development (EDA), United States Department of Commerce, EDA Project Number 01-01-14201. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

a. The deed shall include a covenant that will restrict the use of the Property to industrial/business purposes and require the Property to be used in compliance with all federal and state laws. The covenant will be effective until September 28, 2032.

b. Upon written request, Purchaser agrees to provide Seller and/or EDA with available documents, evidence or reports generated in the normal course of business demonstrating that the Property is being used in compliance with federal and state law, including but limited to, applicable federal and state environmental laws.

Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA grant, which in this case, are industrial uses. This covenant shall remain in effect for a period of twenty (20) years from the date of the award.

***[REMAINDER OF PAGE HAS BEEN LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]***

GENESEE AGRI BUSINESS, LLC

By: _____
Name: _____
Title: _____
Date: _____, 2025

WITNESS: _____
Print Name: _____
Date: _____, 2025

PURCHASER:

By: _____
Name: _____
Title: _____
Date: _____, 2025

WITNESS: _____
Print Name: _____
Date: _____, 2025

Exhibit A