



Genesee Gateway Local Development Corp.

Meeting Agenda

Thursday, July 10, 2025

Location: 99 MedTech Drive, Innovation Zone

PAGE#

- | | | |
|-----|---|--------|
| 1.0 | Call to Order | 5:10pm |
| 2.0 | Chairman's Report and Activities | 5:10pm |
| 2.1 | Upcoming Meetings:
Next Scheduled Board Meeting: Thursday August 7th at 3:00 p.m.
Audit & Finance Committee Meeting: Tuesday, August 5 th at 8:30 a.m. | |
| 2.2 | Agenda Additions/ Deletions / Other Business **Vote | |
| 2.3 | Minutes: June 5, 2025 **Vote | |
| 3.0 | Report of Management | 5:10pm |
| 3.1 | Nothing at this time. | |
| 4.0 | Audit & Finance Committee – M. Brooks | 5:10pm |
| 4.1 | PSA for Ag Park & Commission Agreement **Vote | |
| 5.0 | Governance & Nominating Committee – S. Noble-Moag | 5:15pm |
| 5.1 | Nothing at this time. | |
| 6.0 | Other Business | 5:15pm |
| 6.1 | Nothing at this time. | |
| 7.0 | Adjournment | 5:15pm |

2-8

9-29

DRAFT



**GGLDC Board Meeting
Thursday, June 5, 2025**

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

GGLDC MINUTES

Attendance

Board Members: P. Zelif, M. Clattenburg, C. Yunker, M. Brooks, S. Noble-Moag, G. Torrey, P. Battaglia, J. Tretter, D. Cunningham
Staff: L. Farrell, M. Masse, C. Suozzi, P. Kennett, K. Galdun, J. Krencik
Guests: K. Manne (GCEDC Board Member), R. Gaenzle (Harris Beach/Video Conference), C. Kemp (GCEDC Board Member), M. Gray (GCEDC Board Member)
Absent:

1.0 Call to Order

D. Cunningham called the meeting to order at 4:47 p.m. in the Innovation Zone.

2.0 Chairman's Report and Activities

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, July 10th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday, July 8th at 8:30 a.m.

2.2 Agenda Additions/ Deletions/ Other Business – Nothing at this time.

2.3 Minutes: May 1, 2025

S. Noble-Moag made a motion to approve the May 1, 2025, minutes as presented; the motion was seconded by M. Brooks. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

The item was approved as presented.

3.0 Report of Management

3.1 Nothing at this time

4.0 Audit & Finance Committee – D. Cunningham

DRAFT

4.1 April 2025 Financial Statements – L. Farrell reviewed the significant items of the April 2025 financial statements.

- On the balance sheet, accounts payable increased by \$32,000, due to monthly accruals for MedTech Centre property management fee and Economic Development support grant.
- April balances are similar to March balances on the balance sheet.
- On the P & L, we received \$25,000 in the Operating Fund from Leatherleaf Solar. We had closed on that project on the GCEDC side and collected the \$25,000 grant which supports Workforce Development and/or the overall economic development program.
- Other than the above-mentioned items, there was mostly normal activity for April.

The financial statements were recommended for approval by the Committee.

M. Brooks made a motion to approve the April 2025 Financial Statements as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

The item was approved as presented.

4.2 Proposal from Del Plato Casey Law Firm – Included with the meeting materials was a proposal from Del Plato Casey Law firm to handle all non-STAMP real estate matters (Leases, options, purchases and sales).

Fund Commitment: None. Any fees charged would be related to specific work requested on a case-by-case basis.

Committee Action Request: Recommend approval of the proposal.

This was recommended for approval by the Committee.

M. Brooks made a motion to approve the proposal with Del Plato Casey Law Firm as presented; the motion was seconded by S. Noble-Moag. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

The item was approved as presented.

DRAFT

4.3 Parking Lot Sealing/Striping - The GGLDC last sealed and striped the MedTech Centre parking lot in 2020. The GGLDC tries to do this every three years. This project was attempted in 2024 but was not able to be accomplished due to insurance requirements not being met by the low bidding companies. After going back and forth several times, we were at the end of the season.

The GGLDC asked 28 companies to bid on this project this time around. Three companies submitted proposals, of which only one met the required insurance limits.

The one proposal for consideration is from J&D's Seal Tech for \$15,400.

Fund Commitment: \$15,400 from operational funds of MedTech Centre. The amount included in the 2025 GGLDC budget that was approved by the Board was \$25,000.

Committee Action Request: Approval of sealing and striping contract for \$15,400 with J&D's Seal Tech.

M. Brooks stated that at the Audit & Finance meeting he had inquired whether the number of bids received was typical compared to previous submissions. In response, L. Farrell explained that three bids were received, all within a similar price range; however, two of them did not meet the required insurance criteria.

This was recommended for approval by the Committee.

M. Brooks made a motion to approve the Parking Lot Sealing/Striping Contract for \$15,400 with J&D's Seal Tech as presented; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

The item was approved as presented.

4.4 Genesee County Comprehensive Fire & Emergency Medical Service Implementation – The Genesee County Fire Advisory Board subcommittee is requesting funding to implement the GENESEE COUNTY COMPREHENSIVE FIRE & EMERGENCY MEDICAL SERVICE IMPLEMENTATION PLAN. Genesee County funded this plan in an amount of approximately \$100,000.

The committee has gathered additional data that will assist in exploring regional opportunities for collaboration in delivery of fire and EMS services in Genesee County. Our mission is to develop a communications platform that will deliver data-based options and to gather stakeholder feedback.

It should be clearly understood by all stakeholders that the focus of this effort is to augment and not replace existing fire and EMS resources. Therefore, recommendations are focused on adding resources while maintaining, supporting, and strengthening existing organizations. "WORKING REGIONALLY TO SURVIVE LOCALLY".

DRAFT

Included with the meeting materials are the pertinent pages of the recommendations with the five recommendations highlighted that would be implemented with this funding.

Fund Commitment: \$25,000 to be paid out of Strategic Investments (included with the meeting materials)

Committee Action Request: Recommend approval of the funding.

M. Masse stated that representatives from the Town of Alabama and the Town of Batavia attended the GGLDC Audit & Finance meeting to show support for this initiative. T. Yaeger and D. Coffey also attended the meeting.

D. Cunningham summarized many of the talking points that were discussed earlier in the week. He stated the initial focus was stabilizing EMS. Now attention has shifted to volunteer fire service, particularly addressing weekday response gaps when volunteers are unavailable due to work obligations.

There has been a decline in fire service volunteers, which has negatively impacted response times and service availability. Despite operational challenges, fire departments remain hesitant to acknowledge systemic issues.

He stressed that effective messaging is necessary to ensure volunteer fire departments view proposed changes as supplemental rather than a replacement for their services. Without action, economic development efforts and site selection criteria may face increased risks.

The fund commitment of \$25,000 from strategic investments would support the marketing and strategic effort to present this plan to Towns and Villages in the Fire Departments to create buy in regionally. There will be an MOU put in place with the County. The County would select the vendor for marketing to run the program to ensure that the deliverables are met.

Additional comments from G. Torrey expressed the urgency around continuing to move this plan forward.

This was recommended for approval by the Committee.

P. Battaglia made a motion to approve the funding of the Genesee County Comprehensive Fire & Medical Service Implementation not to exceed \$25,000; the motion was seconded by M. Brooks. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

These items were approved as presented.

5.0 Governance & Nominating Committee – S. Noble-Moag

The Board voted on agenda items 5.1 through 5.3 collectively. The approval for these items follows agenda item 5.3. The Committee recommended these items for approval.

DRAFT

5.1 Procurement Policies & Procedures – This policy is required to be reviewed annually. There are no changes being recommended.

5.2 Investment Policy - This policy is required to be reviewed annually. There are no changes being recommended.

5.3 Disposition of Property Guidelines – This policy is required to be reviewed annually. There are no changes being recommended.

S. Noble-Moag made a motion to approve agenda items 5.1- 5.3; the motion was seconded by J. Tretter. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

These items were approved as presented.

5.4 STAMP Water Works Corp. Board Member Recommendation – S. Noble-Moag stated that the Governance & Nominating Committee is recommending Michael Cianfrini to serve as a board member of the STAMP Water Works and STAMP Sewer Works Boards. M. Cianfrini is the current County Clerk and a Village of Oakfield Trustee. His input and support from the Village of Oakfield would be beneficial throughout the process of the potential to connect STAMP Wastewater Treatment Facility in the Village of Oakfield.

This was recommended for approval by the Committee.

P. Battaglia made a motion to approve appointing Michael Cianfrini to the STAMP Water Works Corp. Board as presented ; the motion was seconded by G. Torrey. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zelif -	Yes
S. Noble-Moag -	Yes		

These items were approved as presented.

5.5 STAMP Sewer Works Corp. Board Member Recommendation – S. Noble-Moag stated that the Governance & Nominating Committee is recommending Michael Cianfrini to serve as a board member of the STAMP Water Works and STAMP Sewer Works Boards. M. Cianfrini is the current County Clerk and a Village of Oakfield Trustee. His input and support from the Village of Oakfield would be beneficial throughout the process of the potential to connect STAMP Wastewater Treatment Facility in the Village of Oakfield.

This was recommended for approval by the Committee.

DRAFT

P. Battaglia made a motion to approve appointing Michael Cianfrini to the STAMP Sewer Works Corp. Board as presented; the motion was seconded by G. Torrey. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zeliff -	Yes
S. Noble-Moag -	Yes		

These items were approved as presented.

5.6 Videoconferencing Policy - The same discussion that took place at the GCEDC board meeting also applies to the GGLDC. The details of the discussion have been included for ease of reference.

R. Gaenzle addressed the committee last month regarding the policy and the process of setting up a public hearing for its adoption. The policy would permit board and committee members to participate in a quorum via videoconferencing, but only under specific conditions. As part of the adoption process, the board must review the draft policy and conduct a public hearing

P. Battaglia expressed concerns regarding the necessity of the policy, noting that videoconferencing for meetings was rarely needed in the past, except during Covid, when no issues arose. He views this measure as an overreach that could hinder the effectiveness of meetings and believes it represents a step backward in their conduct. He urged the Governance & Nominating Committee to reevaluate its necessity, emphasizing that it may negatively impact attendance and discourage member participation.

C. Yunker responded that he feels P. Battaglia's points make sense and that he did not realize that State Legislators are not being upheld to the same standards they are setting for us. He is willing to reconsider this matter in committee at another meeting.

G. Torrey added that some additional guidance came down from the State that the reasoning must be extraordinary circumstances, for a member to still count towards a quorum. Otherwise, a member is allowed to participate via videoconference in a meeting but does not count towards a quorum.

S. Noble-Moag made a motion to table the Videoconferencing Policy to another committee meeting to be reconsidered; the motion was seconded by M. Brooks. Roll call resulted as follows:

M. Brooks -	Yes	J. Tretter -	Yes
D. Cunningham -	Yes	P. Battaglia -	Yes
M. Clattenburg -	Yes	C. Yunker -	Yes
G. Torrey -	Yes	P. Zeliff -	Yes
S. Noble-Moag -	Yes		

These items were approved as presented.

6.0 Other Business

6.1 Nothing at this time.

7.0 Adjournment

DRAFT

As there was no further business, M. Brooks made a motion to adjourn at 5:06 p.m., which was seconded by J. Tretter and passed unanimously.

Mark Masse

Audit & Finance Committee

Review of Purchase and Sale Agreement for Genesee Valley Agri Business Property

Discussion: The GGLDC has a PSA for approximately 2.6 acres from Om3, LLC. The company is looking to acquire this to construct a collision shop.

Fund Commitment: Legal fees to Del Plato Casey not to exceed \$4,500 and a 10% brokerage fee to Caliber Commercial Brokerage.

Committee Action Request: Recommend approval of the Purchase and Sale Agreement, payment of legal and brokerage fees in connection with the closing.

4.1

9

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

AUTHORIZING RESOLUTION

(Sale of Land to OM3, LLC)

A regular meeting of the Genesee Gateway Local Development Corporation (the "Corporation") was convened on July 10, 2025, at _____ 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 MANAGING MEMBER OF GENESEE AGRI-BUSINESS LLC AUTHORIZING (I) THE SALE OF CERTAIN LANDS OWNED BY GENESEE AGRI-BUSINESS LLC TO OM3, LLC. (THE "COMPANY") COMPRISING APPROXIMATELY 2.6 +/- ACRES LOCATED IN THE TOWN OF BATAVIA, GENESEE COUNTY, NEW YORK, AND KNOWN AS TAX PARCEL 13.-1-161 (THE "LAND"), (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 TO THE FOREGOING.

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 2.6+/- acres of vacant land located at 0 North Ag Park Drive, Town of Batavia, Genesee County, New York (the "Land"); and

WHEREAS, **OM3, 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

4.1

10

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 \$322,500.00, an approximately 2.6 +/- acre parcel of land located in the Genesee Valley Agri-Business Park (the "Park") at 0 North Ag Park Drive, in the Town of Batavia, Genesee County, New York, known as tax parcel 13.-1-161 (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 for the Land, (iii) the execution and delivery of 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 to the Company (such metes and bounds description to be agreed upon by the Buyer 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. DelPlato Casey Law Firm shall be entitled to attorney fees, exclusive of third party costs (i.e. recording costs, survey, etc.) not to exceed \$4,500, 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	[]	[]	[]	[]
Gregg Torrey	[]	[]	[]	[]
Paul Battaglia	[]	[]	[]	[]
Mark Brooks	[]	[]	[]	[]
Marrienne Clattenburg	[]	[]	[]	[]
Craig Yunker	[]	[]	[]	[]
Pete Zeliff	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION

I hereby certify that the aforementioned is a true and accurate resolution adopted by the Genesee Gateway Local Development Corporation on July 10, 2025.

Sarah Noble-Moag
Secretary

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), being effective as of the “**Effective Date**” (as defined below), is made and entered into by and between **GENESSEE AGRI-BUSINESS, LLC**, a New York limited liability company (“**Seller**”) and **OM3, LLC**, a Delaware limited liability company, or its assigns (“**Buyer**”). As used in this Agreement, the term “**Effective Date**” shall mean the date that is the later of the dates this Agreement is signed or initialed by Seller and Buyer.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

1. **PURCHASE AND SALE.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, that certain real property as generally depicted on Exhibit A, attached hereto and made a part hereof, and as more particularly described on Exhibit B, attached hereto and made a part hereof, together with all vegetation, improvements and fixtures thereon, all rights, privileges, easements and appurtenances thereunto belonging, all oil, gas and minerals thereon and thereunder to which Seller has title, and all roads, improvements, driveways and utility facilities, if any, thereon belonging to Seller (all of the foregoing being collectively referred to herein as the “**Property**”). In the event that the Property is a portion of a larger tract of real estate, then the Buyer shall be entitled to more particularly identify the boundaries of the Property when the Buyer performs its Survey and the Property to be conveyed to Buyer at Closing shall be as set forth on the Survey.

2. **PURCHASE PRICE.** The purchase price (the “**Purchase Price**”) for the Property shall be Three Hundred Twenty-Two Thousand, Five Hundred and No/100 Dollars (\$322,500.00).

3. **EARNEST MONEY.** Within five (5) business days of the Effective Date of this Agreement, Buyer will deposit with Title Company (as hereinafter defined) earnest money in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the “**Initial Earnest Money**”). Any additional deposits made as provided in Section 7 below shall be referred to herein as the “**Additional Earnest Money**”. For purposes of this Agreement, the Initial Earnest Money and, to the extent deposited, the Additional Earnest Money, together with any interest earned on any of such amounts, shall be referred to herein as the “**Earnest Money**” and any references in this Agreement to a return or refund of the “**Earnest Money**” to the Buyer shall include the Initial Earnest Money and the Additional Earnest Money. The Earnest Money shall be held and disbursed in accordance with the terms and provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Earnest Money shall in all events be applicable to the Purchase Price at Closing.

4. **TITLE AND SURVEY.**

(a) Title. Acceptable title hereunder is a fee simple marketable title vested in Seller as to the Property, subject to only the lien for real estate taxes not delinquent and the Permitted Exceptions

Batavia, NY
July 1, 2025

(as defined below). Buyer may order a title insurance commitment from Fidelity National Title Insurance Company, National Services, Attention: Erika Peeke, 3301 Windy Ridge Parkway, Suite 300, Atlanta, GA 30339, Email: Erika.Peeke@FNTG.com (“**Title Company**” or “**Escrow Agent**”) covering the Property (the “**Commitment**”). The Commitment shall commit to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance, insuring Buyer's title to the Property, subject only to title matters accepted by Buyer (the “**Permitted Exceptions**”). In no event shall a Mandatory Cure Item be deemed a Permitted Exception.

(b) Survey. Buyer may obtain a current survey of the Property prepared by a registered surveyor in the state in which the property is located, meeting such requirements as Buyer may determine in its discretion (the “**Survey**”).

(c) Title and Survey Objections. At any time during the Due Diligence & Permit Period, Buyer may give Seller written notice specifying any objections that make the Commitment and/or the Survey not acceptable. If no objections are given by such deadline, the Commitment and the Survey shall be deemed acceptable, except that Seller must satisfy by Closing all requirements of Seller in Schedule B-1 of the Commitment and remove any and all monetary liens or encumbrances affecting the Property (each a “**Mandatory Cure Item**” and collectively the “**Mandatory Cure Items**”). Seller shall have until the earlier of: (a) thirty (30) days after the date on which Seller receives notice of objections; or (b) until Closing (as applicable, the “**Title Cure Deadline**”), in which to make the Commitment and the Survey acceptable and furnish Buyer evidence thereof, and Seller shall undertake reasonable and diligent efforts to do so. If Seller fails or is unable to remove or otherwise cure the Commitment and/or Survey objections by the Title Cure Deadline, Buyer shall have the right and option to either: (i) waive the objections, (ii) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money; or (iii) extend the Title Cure Deadline, without waiving the right to later proceed under clause (i) or (ii).

5. CLOSING.

(a) Place and time. The parties shall close the purchase and sale at a mutually agreed upon time and through the offices of Escrow Agent (such closing may occur through the mail). Closing shall occur within thirty (30) days after the expiration of the Due Diligence & Permit Period (“**Outside Closing Date**”) as may be extended pursuant to the express terms set forth in this Agreement. The term “**Closing**” as used herein shall mean the deposit by Buyer and Seller of all documents and funds as contemplated by the terms of this Agreement with the Escrow Agent and Buyer and Seller’s authorization to the Escrow Agent to release (and record, if applicable) all such documents and funds in accordance with the terms of this Agreement. If Closing does not occur by the Outside Closing Date and this is not due to a default by Buyer, then Buyer shall have the option to terminate this Agreement and receive a refund of the Earnest Money. Notwithstanding anything to the contrary in this Agreement, in the event that a party sends fully executed original documents for Closing (including, without limitation, the deed and any loan documents) via UPS or FedEx overnight delivery that are scheduled to be delivered to the Escrow Agent on or before the Outside Closing Date and such documents do not arrive on or before the Outside Closing Date through no fault of the party sending such documents, then the Outside Closing Date shall be extended for three (3) business days to enable such documents to arrive at the offices of the Escrow Agent or to enable

such party to re-execute and re-send such documents if necessary.

(b) Closing Documents and Costs. Seller shall convey good and marketable fee simple title to the Property to Buyer by a general warranty deed, subject only to the Permitted Exceptions, which the parties do herein agree shall include an easement (the “**Signage Easement**”) retained by Seller over a portion of the northwesterly corner of the premises (the “**Signage Easement Area**”) for the purposes of Seller’s operation and maintenance of existing signage located thereon (the “**Existing Sign**”). The Signage Easement shall also include the following terms: (i) Seller shall be responsible at its sole cost and expense for all maintenance, repair, and restoration of the Signage Easement Area and the Existing Sign and shall keep the Existing Sign and the Signage Easement Area in good repair and condition, except in the event of damage, maintenance or repairs cause by Buyer, its tenants, agents or assigns (but not including reasonable wear and tear which shall be Seller’s responsibility); (ii) Seller shall indemnify Buyer and its tenants against any costs, expenses, liens, judgments, damages, causes of action, claims, liabilities, and obligations arising in connection with Seller’s entry onto the Signage Easement Area; the use, operation, maintenance, repair, and restoration of the Signage Easement Area and the Existing Sign; and otherwise in connection with Seller’s use of the Signage Easement; (iii) Seller shall not utilize the Signage Easement in a manner which affects access to the Property and shall minimize interference with the use of the Property by the Buyer or its tenants; and (iv) in the event that any new shared signage is constructed to serve the adjacent industrial park owned by Seller or its affiliated entities or if the Existing Sign is enlarged to accommodate more tenants/users, then Buyer’s tenant shall, at its own cost, have the right to a panel on such signage. The parties shall work diligently and in good faith to determine the precise terms of the Easement (hereinafter “**Signage Easement**”). Seller shall retain title to and ownership of the Existing Sign. Additionally, the Buyer does covenant and agree that it shall enter into a lease with a term of at least ten (10) years for the use of the Property as a collision center, which obligation shall survive Closing; provided, however, if such lease is terminated then Buyer shall be permitted to utilize the Property for any other lawful use. Prior to Closing, Buyer shall provide to the Seller either: (a) an executed copy of the lease (which may be redacted in order to keep certain proprietary information such as rental amounts confidential); or (b) written correspondence from a Caliber Collision entity confirming they have entered into a lease with a term of ten (10) years or more at the Property. Seller’s attorney shall prepare the deed and shall submit copies of same to Buyer’s attorney for review and reasonable approval. Prior to Closing, Seller shall sign and deliver to Escrow Agent (to be held in escrow until Closing), an acceptable non-foreign status certificate, owner’s affidavit required by Title Company, Form 1099, and any other documents reasonably requested or necessary to consummate the transactions described herein, and such other information or documentation required by law to be reported or filed in connection with this transaction. In addition, to the extent that the jurisdiction where the Property is located has a bulk sales law which is applicable to real estate, Seller shall also provide a bulk sales tax release (or other equivalent documentation) from the applicable taxing jurisdiction confirming that no bulk sales taxes are due. All costs in connection with any title insurance policies (owners and lenders), fees for title commitments, policy premiums, and costs for endorsements shall be paid by the Buyer. Seller shall pay the costs of a 60-year title search (and related exam fees) and the Survey, up to a maximum cost for the Survey of \$750. Buyer shall bear any Survey cost(s) above \$750. Seller shall be responsible for transfer taxes in connection with the conveyance of the Property. Buyer shall pay any and all closing/escrow fees of the Title Company. Buyer and Seller shall each pay their own respective

attorney fees. Any brokers fees shall be paid in accordance with Section 12 below. Buyer shall pay to record the Deed and RP-5217 form, as well as to record the mortgage and mortgage taxes.

(c) Prorations. The parties shall prorate real estate taxes, any utilities and any pre-paid items as of the date of Closing. If different methods of prorating real estate taxes are used in the state where the Property is located, then the parties shall utilize the long method of proration. If the amount of real estate taxes for the year of Closing cannot be determined at such time, then the proration shall be based upon the amount of such taxes for the previous year and the parties hereby agree to make any necessary adjustments when such real estate taxes are finally determined, which obligation shall survive Closing. In the event the Property is taxed as part of a larger undivided parcel, the proration of such current taxes shall be determined on the basis of the proportion that the acreage of the Property bears to the total acreage in such larger undivided parcel. If the real estate taxes on such larger undivided parcel include any assessment for improvements, any such assessment shall be excluded for purposes of computing the tax proration hereunder. Even if not due and payable on the date of Closing, Seller shall be responsible for paying at Closing any rollback (or similar) taxes or special assessments applicable to the Property as if the same were due and payable on the date of Closing and Buyer shall receive a credit therefore.

(d) Closing money. Seller is entitled to receive the money due Seller at Closing in the form of a cashier's or certified check or a wire transfer of collected funds.

6. POSSESSION. Seller shall cause any existing leases applicable to the Property to have validly terminated prior to Closing and Seller shall provide to Buyer exclusive possession of the Property at Closing, free of all tenants and other occupants, which obligations shall survive Closing. Buyer's obligation to proceed to Closing shall be contingent upon Seller fulfilling its obligations pursuant to this Section.

7. DUE DILIGENCE PERIOD/PERMIT PERIOD.

(a) Due Diligence & Permit Period. Buyer, its agents and assigns, shall have the right to enter upon the Property prior to Closing and conduct such studies, investigations, inspections, sampling, tests, surveys, and environmental investigations of the Property as Buyer deems appropriate. During the Due Diligence & Permit Period (as defined below), Buyer shall secure all necessary approvals from the appropriate municipal, county, state and federal regulatory boards/agencies, including municipal or county redevelopment agencies and any third parties for the intended development of the Property ("**Approvals**"). Such approvals shall include, without limitation, zoning, permitting, final site plan approvals, necessary offsite easements, and waiver of any use restrictions for Buyer's intended use. Seller covenants and agrees to cooperate with Buyer in connection with said efforts and to execute such applications, submittals or requests as may be necessary for the owner of the Property to execute. If Buyer does not obtain all Approvals within the Due Diligence & Permit Period, Buyer may terminate this Agreement in which event the Earnest Money shall be returned to Buyer. For purposes of this Agreement, the term "**Due Diligence & Permit Period**" shall mean the period commencing on the Effective Date and continuing through and including the date that is two hundred forty (240) days after the Effective Date of this Agreement. If on or before the expiration of the Due Diligence & Permit Period, Buyer

determines, in its sole and absolute discretion, that Buyer does not desire to proceed to Closing, then Buyer shall have the right to terminate this Agreement by written notice to Seller. In the event that Buyer terminates this Agreement prior to the expiration of the Due Diligence & Permit Period, then the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence & Permit Period, Buyer shall, within five (5) days after the expiration of the Due Diligence & Permit Period, deposit with Title Company an amount equal to Five Thousand and No/100 Dollars (\$5,000.00) and such amount shall constitute "Additional Earnest Money" and be considered a part of the "Earnest Money" as provided in Section 3 above.

The Buyer does herein consent and agree, that all development plans, building plans, site plans (each referred to as a "**Plan**" and collectively referred to as "**Plans**") relative to its intended use of the Premises as a vehicle collision shop must be approved by Seller, in writing, during the Due Diligence & Permit Period, such approval not to be unreasonably withheld, conditioned, or delayed. Seller shall be required to respond with specificity with any objections to any proposed Plans within five (5) business days after receipt thereof from Buyer (the "**Plan Objection Deadline**") and the failure to provide any specific objections to a Plan by the Plan Objection Deadline shall be deemed to be Seller's approval thereof. Notwithstanding the foregoing or anything to the contrary in this Agreement, Buyer shall be permitted to build a prototypical Caliber building in accordance with similar Caliber buildings in the state of New York, including those as depicted on **Exhibit C** attached hereto (a "**Prototypical Caliber**") and if Buyer intends to build a Prototypical Caliber, then Seller's approval rights as provided in this paragraph with respect to Plans shall only apply to the layout of the site itself and not to the building itself.

(b) If Seller is unable to convey title subject only to the Permitted Exceptions, or if any of Seller's representations and warranties prove to be erroneous, then Seller shall be in default and Buyer, in addition to any rights in connection with such default, shall also have the right and option to terminate this Agreement by written notice to Seller, whereupon (and notwithstanding anything contained in this Agreement to the contrary) the Earnest Money shall be returned to Buyer.

8. **ASSIGNMENT.** Buyer shall have the right to assign this Agreement and its rights hereunder to an entity under common control with the Buyer; provided, however, that any other assignment by Buyer shall require Seller's written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

9. **NOTICES; COMMUNICATIONS; COMPUTATIONS OF TIME.** Any notice or communication pursuant to this Agreement shall be made in writing to the applicable party by hand delivery, U.S. mail, facsimile or electronic transmission, or nationally recognized overnight courier service at the address set forth below. Any such notice shall be deemed given either (a) when received or refused by United States mail delivery or via hand delivery in person or by courier service, or (b) the next business day after deposit with a nationally recognized overnight courier service, or (c) when transmitted by facsimile or electronic transmission. If the last day for performing any act or giving any notice falls on a Saturday, Sunday, or day on which the post office is not open for the regular transaction of business, the time is extended to the next day that

is not a Saturday, Sunday, or post office holiday. Any such notice or communication shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

Buyer: OM3, LLC
3841 Green Hills Village Drive, Suite 400
Nashville, Tennessee 37215
Attention: Tim Dearman
Email: tdearman@oldacremcdonald.com

With copy to: Oldacre McDonald, LLC
Attn: Craig Steckley, Esq.
(same address)
Email: csteckley@oldacremcdonald.com

Seller: Genesee Agri-Business, LLC
99 Med Tech Drive
Batavia, New York 14020
Email: gcedc@gcedc.com
Phone: 585-343-4866

With copy to: DelPlato Casey Law Firm, LLP
Attn: Peter M. Casey, Esq.
81 Main Street
Batavia, New York 14020
Phone: 585-344-1050
Fax: 585-344-4165
Email: pcasey@delplatocaseylaw.com

If to Escrow Agent:
Fidelity National Title Insurance Company, National Services
3301 Windy Ridge Parkway, Suite 300, Atlanta, GA 30339
Attn. Erika Peeke
Phone: 470-501-6734
Fax: 678-441-0732
Email: Erika.Peeke@FNTG.com

10. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the personal representatives, heirs, successors, and assigns of the parties.

11. MISCELLANEOUS. Time is of the essence of this Agreement. Whenever the context of this Agreement permits, the singular number shall include the plural, the plural the singular, and any gender includes all genders. Notice given by or to the attorney for either party

shall be as effective as if given by or to said party. In connection with enforcing any rights or obligations arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party as determined by a court of competent jurisdiction. The law of the state in which the Property is located shall govern this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No amendment or modification of this Agreement shall be binding upon either party unless in writing and signed by the party to be bound. This Agreement represents the entire agreement between Buyer and Seller as to the subject matter hereof, and all prior discussions, negotiations and agreements between Buyer and Seller and/or their respective counsel and other representatives are merged into this Agreement. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument, and delivery of this Agreement may be accomplished by facsimile or other electronic means. Seller covenants and agrees that during the pendency of this Agreement it shall not grant or enter into any easements, agreements or other instruments affecting the Property, or the title thereto, without first obtaining the prior written consent of Buyer.

12. **BROKER(S).** Seller and Buyer warrant to each other that they have not dealt with any real estate broker, agent or finder in connection with this transaction other than Jake Rivera of Caliber Commercial Brokerage, who shall be referred to herein as the “**Broker**”. At Closing, Seller shall be responsible for paying a brokers fee/commission in the amount of ten percent (10%) of the Purchase Price to the Broker. In the event that a claim for any commission or similar fee is asserted by any real estate agent or broker (or similar person/entity), other than the Broker, Seller and Buyer (as applicable the “**Indemnifying Party**”) each agree to indemnify, defend, protect, and hold the other harmless with respect to such claim, and any damages, losses, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees and expert witness fees incurred in connection with the defense of such claim) sustained as a result thereof, to the extent that such claim arose as a result of the actions (or inactions where there was a duty to act) of the Indemnifying Party. The provisions of this Section 12 shall survive termination of this Agreement or Closing.

13. **REPRESENTATIONS AND WARRANTIES.** Seller hereby makes the following representations, warranties, and covenants to Buyer as of the Effective Date, during the pendency of this Agreement, and as of the date of Closing, all of which shall survive Closing without the necessity of any further action or documentation, but which Seller shall, at Buyer’s request, ratify, confirm and update at Closing:

(a) Seller is duly formed, validly existing, and in good standing and is authorized to do business in the state where the Property is located and has full power and authority to execute this Agreement and perform its obligations hereunder and to otherwise consummate the transaction contemplated by this Agreement. The party executing this Agreement on behalf of Seller has the authority to do so.

(b) The execution, delivery and performance of this Agreement by Seller and the consummation by such Seller of the transactions contemplated by this Agreement will not result

in a breach of or default under (i) any contract or other agreement to which such Seller is a party or by which the Property is bound; or (ii) any provision of the organizational documents of such Seller.

(c) Seller is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, or any other proceeding for dissolution, liquidation or winding up of its assets and has no present intention of filing any such action or proceeding and to Seller's knowledge and belief, no other person/entity has any present intention of filing any such involuntary action or proceeding with respect to Seller.

(d) Seller has good and marketable fee simple title in and to the Property.

(e) There is no pending or threatened litigation or condemnation concerning all or any portion of the Property or which could impair Seller's ability to perform its obligations pursuant to this Agreement or consummate the transaction contemplated hereby.

(f) To Seller's knowledge, there is no hazardous waste or toxic substance in, on, under or adjacent to the Property and there are no underground storage tanks on the Property.

(g) There is no violation or alleged violation of any applicable laws, ordinances, statutes, rules or regulations with respect to the Property and Seller has received no notices of any such violation or alleged violations.

(h) Seller is not in violation of any licenses or permits applicable to the Property or its operations thereon which could have an adverse impact on Buyer's (or any of Buyer's tenants) ability to obtain any licenses or permits for the Property.

(i) There are no leases, occupancy agreements, or other agreements or contracts which pertain to the Property that Seller is a party to which will be binding upon the Buyer after Closing. Seller is not in default under any existing leases, occupancy agreements, or other agreements or contracts which pertain to the Property.

(j) To Seller's knowledge, except for general real estate taxes, municipal utility district assessments and PILOT agreements, there are no special assessments applicable to the Property or any plans by any governmental authority to impose any special assessments with respect to the Property.

(k) All bills and claims for labor performed and materials, supplies, or services furnished to or for the benefit of the Property during the period prior to Closing have been (or simultaneously with Closing will be) paid in full, and there shall be no mechanics', materialmen's or other similar liens (whether or not filed or perfected) on or affecting the Property or any part thereof.

(l) Seller has made no commitments or proffers to any local county or municipality, any homeowners or unit owners association or other governmental or quasi-governmental

authority regarding any amenities or other on-site or off-site improvements to the Property or other dedications, conditions or restrictions regarding the Property or any site plans or rezoning affecting the property.

(m) There are no outstanding options, rights of first offer, or rights of first refusal to purchase the Property.

(n) Seller has provided to Buyer all of the Seller Materials (as defined in Section 19) in its possession, custody, or control.

(o) Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

14. ESCROW PROVISIONS. The parties have requested the Title Company to receive the Earnest Money to be held in escrow by the Title Company in a federally-insured banking or savings institution money market account and to be applied at Closing, and otherwise held and disbursed in accordance with the provision of this Agreement. It is understood and agreed that Title Company is an escrow holder only, is merely responsible for the safekeeping of the funds, shall not be required to determine questions of fact or law, and shall have no liability to Seller or Buyer for its action or inaction, except for such action or inaction as shall constitute its gross negligence or willful misconduct. Should this Purchase and Sale Agreement, in accordance with the terms hereof, be cancelled and terminated, and the liabilities of the parties hereto ended, Title Company shall return the funds in accordance with the terms hereof. In the event of a dispute, Title Company is authorized to pay the funds into a court of competent jurisdiction. In the event that costs or expenses are incurred by the Title Company because of litigation or otherwise, arising out of the holding of the funds, the Title Company shall be entitled to reimburse itself out of the funds for any reasonable costs and expenses. The Title Company assumes no liability for interest on the funds held.

15. REMEDIES. If Seller defaults in its obligation to proceed to Closing or performing any of its obligations to be performed at or prior to Closing, Buyer may either: (i) seek specific performance of this Agreement; or (ii) or recover the Earnest Money plus up to \$50,000 in any out-of-pocket costs incurred by Buyer in connection with this Agreement (including, without limitation, its due diligence investigations and pursuit of Approvals). If specific performance is not available as a remedy due to the actions of Seller (including, without limitation, conveying or encumbering the Property so that a court is unable to award specific performance as a remedy), then Buyer shall in lieu thereof be entitled to exercise any and all available remedies at law and/or equity. If Buyer defaults in its obligation to proceed to Closing or performing any of its obligations to be performed at or prior to Closing, the Earnest Money shall be retained by Seller as liquidated damages in consideration for the execution of this Agreement and in full settlement of all claims and the parties

having agreed that Seller's damages would be difficult to determine and that forfeiture of the Earnest Money reflects their best effort in estimating what Seller's damages would be and is a reasonable, non-punitive amount, and thereafter both parties shall be relieved of all obligations under this Agreement. In the event of a default of an indemnification provision or any obligation which survives termination of this agreement or Closing, including, without limitation, a breach of any Seller's representations or warranties contained in this Agreement or the failure of the Seller to provide exclusive possession to Buyer at Closing, then the non-defaulting party shall be entitled to all remedies at law or in equity in connection with such default. Notwithstanding anything to the contrary in this Agreement, if a Seller's representation or warranty is true as a result of a knowledge qualifier, but would not in fact be true if made on or prior to Closing if no such knowledge qualifier applied to the particular representation or warranty, then Buyer shall have the right to terminate this Agreement and receive a refund of the Earnest Money. The parties waive any claim or defense of lack of mutuality of obligation or remedies. Except as otherwise expressly provided in this Agreement, neither party will exercise any remedies in connection with a default by the other party hereunder (including, without limitation, any right to terminate this Agreement) without first having given the other party at least ten (10) days advance (excluding Saturday, Sunday and post office holidays, as stated above) written notice specifying the default, during which time the other party may cure the default.

16. CASUALTY. If, prior to Closing, the Property or any portion thereof shall be damaged or destroyed by reason of any casualty whatsoever, then Seller shall immediately give notice thereof to Buyer and Buyer shall have the right and option to either: (i) terminate this Agreement by written notice to Seller, and the Earnest Money shall be refunded to Buyer, and all parties shall thereupon be relieved of all further liability hereunder; or (ii) proceed with Closing in accordance with, and subject to the terms of, this Agreement. In the event that Buyer elects option (ii) above, then, at Buyer's option, either: (a) all insurance proceeds shall be paid to Buyer (or Seller shall assign to Buyer all rights to such proceeds if not previously paid to Seller), and the Purchase Price shall be reduced by the amount of the insurance deductible, or (b) Closing shall be postponed until such damage has been restored by Seller at Seller's expense to Buyer's satisfaction.

17. CONDEMNATION. If, prior to Closing, there is filed or threatened any action, suit or proceeding to condemn or take all or any part of the Property, Seller shall immediately give notice thereof to Buyer, and Buyer shall have the right and option to terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be refunded to Buyer, and all parties shall thereupon be relieved of any and all further liability hereunder. If Buyer elects in writing to close, all condemnation awards or proceeds of such taking shall be paid to Buyer (or Seller shall assign to Buyer all rights to such awards or proceeds if not previously paid to Seller).

18. ENVIRONMENTAL CONDITION. Seller represents and warrants to Buyer that the Property is not and as of the Closing will not be, in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions. Seller represents and warrants that during the time in which Seller owned the Property, neither Seller nor, to the best of Seller's knowledge after due and diligent inquiry, any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Property any Hazardous

Materials. Seller represents and warrants that there is no proceeding or inquiry by any governmental authority with respect to the presence of Hazardous Materials on the Property or the migration of Hazardous Materials from or to the Property. Seller represents and warrants that, to the best of its knowledge and belief, no Hazardous Materials are present on the Property and that there are no storage tanks located in or under the Property. The term "Hazardous Materials" means, but is not limited to, any substance, material, or waste which is toxic, ignitable, reactive, or corrosive; which is or can be injurious to the health, safety, or welfare of the public or environment, and which is or becomes regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "Hazardous substance," pollutant or contaminant," or "hazardous material," by any local or state law, (ii) oil and petroleum products and their by-products, (iii) asbestos or asbestos-containing materials, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. Seller has disclosed to Buyer in writing all information in Seller's possession or control which relates to the environmental condition of the Property.

19. INITIAL SITE INFORMATION; SELLER COOPERATION. Within five (5) days of the Effective Date, Seller shall furnish Buyer any pertinent information that Seller has in its possession or control relative to the Property, including, without limitation, information relating to soil conditions (including a copy of any geotechnical reports), environmental reports, existing surveys (electronic copy via email if available), civil drawings, architectural guidelines, prior title policy, permits, any restrictive zoning, easements or covenants, and any leases or other agreements affecting the Property or which would be binding upon Buyer after Closing (the "Seller Materials").

During the pendency of this Agreement, Buyer, at its option, may seek various governmental approvals, permits, variances, and consents related to its contemplated development of the Property. Seller covenants and agrees to cooperate with Buyer in connection with said efforts and to execute such applications, submittals or requests as may be necessary for the owner of the Property to execute.

20. UTILITIES. Seller warrants that all utilities, including water, sanitary sewer, storm sewer (including connections to an off-site detention system), gas, and electric, are to the boundary line of the Property, are operational, and available for Buyer's intended use.

21. REPLATTING/SUBDIVISION. If the Property does not constitute a separate legal parcel that can be conveyed in its present form, then Buyer shall utilize commercially reasonable efforts to replat or subdivide the Property so that it shall constitute a separate, legal parcel on or before the Outside Closing Date; provided, however, that Seller agrees to cooperate with Buyer in such efforts and take any actions necessary (including, signing any applications, plats, or other documents required by the applicable jurisdiction) in order for the Property to constitute a separate legal parcel.

The Property constituting a separate legal parcel at Closing shall be a necessary condition for Closing to occur. In the event that the Property does not constitute a separate legal parcel on or before the Outside Closing Date and provided that Buyer has utilized commercially reasonable efforts to cause the same to occur, then Buyer may extend the Outside Closing Date for a reasonable time in order to accomplish the same; provided, however, that if Buyer reasonably determines that such subdivision or replatting cannot occur despite its commercially reasonable efforts due to applicable governmental laws prohibiting such replatting/subdivision, then Buyer may terminate this Agreement in which event the Earnest Money shall be refunded to Buyer. All costs in connection with any replatting or subdivision of the Property shall be paid by the Seller.

22. CONFIDENTIALITY. Seller may be receiving certain confidential information pertaining to the Buyer or its contemplated development plans for the Property. Seller acknowledges that these matters are being received in confidence, and further agrees, except as may be required by law or for the performance of this Agreement, not to divulge, communicate or disclose, or use to the detriment of Buyer, or for the benefit of any other person or persons, or misuse in any way, any confidential information concerning the subject matter hereof, including, without limitation, the Purchase Price or the identity of Buyer, its underlying principals, or any prospective tenants of Buyer. The obligations pursuant to this Section shall survive termination of this Agreement or Closing.

23. SELLER COVENANTS. For so long as this Agreement remains in force, Seller shall not: (i) sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any interest or estate therein); (ii) list the Property with any broker or otherwise solicit or make or accept any offers to sell or exchange the Property, engage in any discussions or negotiations with any third party with respect to the sale, exchange or other disposition of the Property, or enter into any letters of intent, contracts or other agreements (whether or not binding) regarding the sale, exchange or other disposition of the Property; (iii) enter into any contract or agreement that will be an obligation affecting the Property or binding upon Buyer after Closing; (iv) enter into any lease, license, or occupancy agreement of all or any part of the Property; or (v) permit any other liens, restrictions, covenants, rights of way, easements, encroachments, or other encumbrances to encumber the Property without the prior written consent of Buyer.

24. RISK OF LOSS. Seller shall bear the risk of loss to the Property until Closing.

Signatures on Following Pages

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the day and year indicated below. For the purposes of the calculations of any time periods set forth in this Agreement, the Effective Date of this Agreement shall be deemed the date upon the later of the date this Agreement has been signed (and delivered to the other party) by Buyer and Seller. In the event that a party's signature is not delivered to the other party until after the date specified below its signature, then the date the party's signature is delivered to the other party shall govern for purposes of determining the Effective Date. The date the Title Company signs this Agreement will not affect the Effective Date.

SELLER:

GENESSEE AGRI-BUSINESS, LLC, a New York limited liability company

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

OM3, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: Director

Date: _____

The Title Company joins only for the purpose of binding itself to those terms applying to the Escrow Agent pursuant to provisions of Section 14 above, and any such joined or failure to join shall have no effect upon this Agreement or its effectiveness or enforceability of the same by and between Seller and Buyer.

ESCROW AGENT:

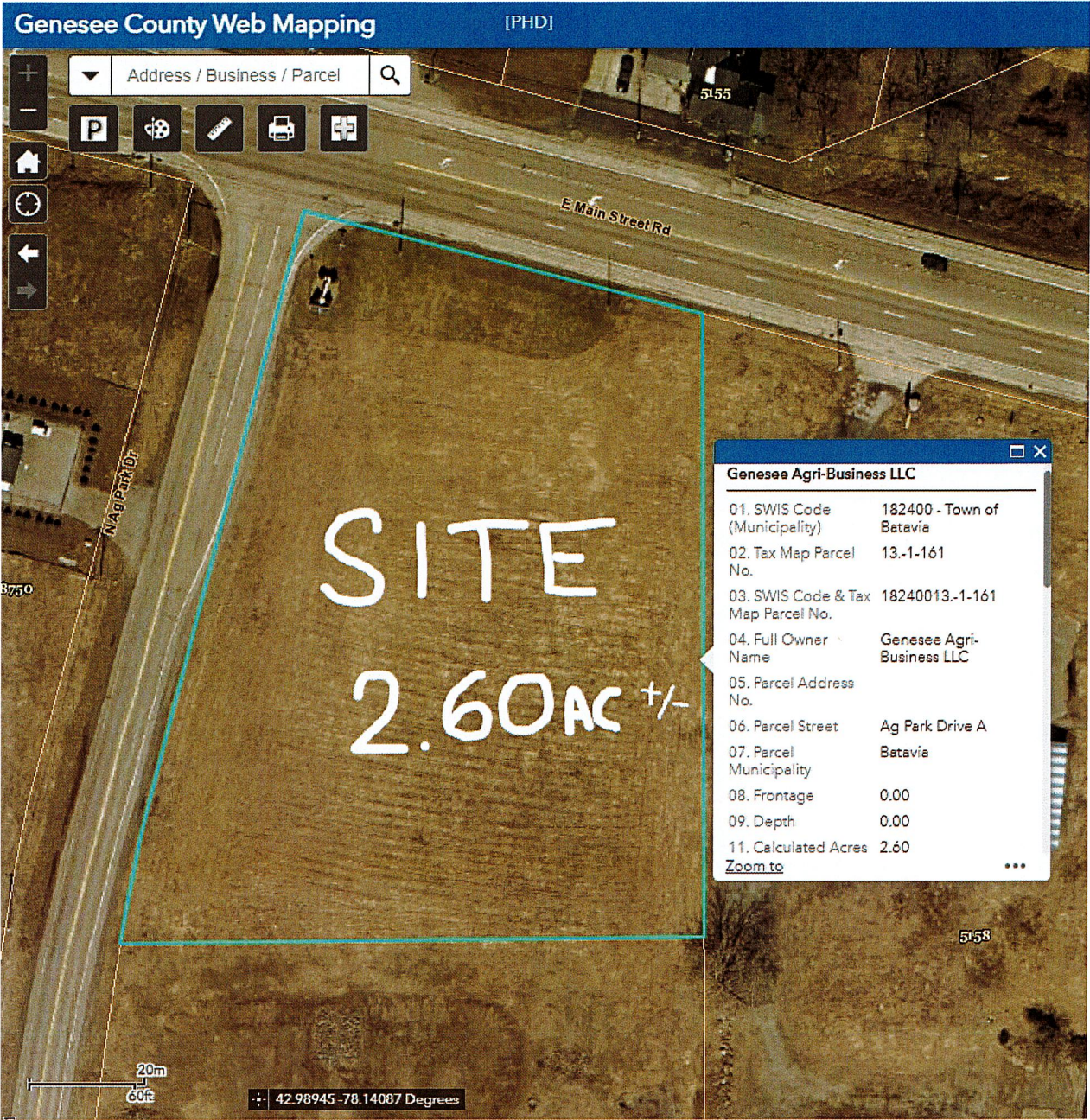
Fidelity National Title Insurance Company

By: _____

Its: _____

3301 Windy Ridge Parkway, Suite 300,
Atlanta, Georgia 30339

EXHIBIT A



Batavia, NY
July 1, 2025

EXHIBIT B

The real property located at 0 North Ag Park Drive, Batavia, New York 14020 and generally depicted on Exhibit A and consisting of approximately 2.60 acres.

Tax parcel(s): 13.-1-161.

This exhibit to be supplemented by a legal description upon completion of the survey contemplated herein.

EXHIBIT C

Prototypical Caliber Photos

