FINAL RESOLUTION
(HP Hood LLC Project)

A regular meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center was convened on Thursday, July 10, 2025.

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

Resolution No. 07/2025 - 01

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER (THE "AGENCY") (i) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON JUNE 26, 2025, WITH RESPECT TO THE HP HOOD LLC (THE "COMPANY") PROJECT (THE "PROJECT"); (ii) MAKING A DETERMINATION WITH RESPECT TO THE PROJECT PURSUANT TO SEQRA (AS DEFINED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT AND (B) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A TAX AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "State"), as amended, and Chapter 565 of the Laws of 1970 of the State of New York, as amended (hereinafter collectively called the "Act"), the **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, pursuant to that certain Lease Agreement, dated as of February 1, 2009 (the "2009 Lease Agreement") by and between Genesee Agri-Business LLC ("Genesee Agri-Business"), as lessor and the Agency, as lessee, a memorandum of which was recorded in the office of the Genesee County Clerk on March 2, 2009 in Liber 872 at Page 424, Genesee Agri-Business leased approximately two hundred and three (203) acres of land located in the Town of Batavia, Genesee County, New York to the Agency (the "Ag Park Land"); and

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement, dated as of June 30, 2017 (the "Amended 2009 Lease Agreement"), by and between Genesee Agri-Business, as lessor and the Agency, as lessee, and that certain Amended and Restated Leaseback

Agreement, dated as of June 30, 2017 (the "Amended 2009 Leaseback Agreement"), by and between the Agency, as lessor and Genesee Agri-Business, as lessor, Genesee Agri-Business and the Agency terminated the Agency's leasehold interest in the Land (as hereinafter defined) and Genesee Agri-Business' sub-leasehold interest in the Land, but retained the Agency's leasehold interest in the remaining portion of the Ag Park Land and Genesee Agri-Business' sub-leasehold interest in the remaining portion of the Ag Park Land; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of March 2, 2012 by and between Genesee Agri-Business and Wave Holdings, LLC (as predecessor to Muller Quaker Dairy), Genesee Agri-Business sold that certain portion of the Ag Park Land which constitutes the Land to Muller Quaker Dairy, subject to the Agency's leasehold estate created under the 2009 Lease Agreement and Genesee Agri-Business' sub-leasehold estate created under the 2009 Leaseback Agreement, which said leasehold estate and sub-leasehold estate have now been terminated pursuant to the Amended 2009 Lease Agreement and the Amended 2009 Leaseback Agreement; and

WHEREAS, by Resolution adopted by the Agency on March 12, 2012, in connection with a certain project undertaken by Muller Quaker Dairy, as agent of the Agency, the Agency authorized the execution of certain documents including (i) that certain Lease Agreement, dated as of August 1, 2012, by and between Muller Quaker Dairy, as lessor and the Agency, as lessee (the "Original Lease Agreement"), a memorandum of which was recorded in the Office of the Genesee County Clerk on September 26, 2012 in Liber 894 at Page 828 and (ii) that certain Leaseback Agreement, dated as of August 1, 2012, by and between the Agency, as lessor and Muller Quaker Dairy, as lessee (the "Original Leaseback Agreement"), a memorandum of which was recorded in the Office of the Genesee County Clerk on September 26, 2012 in Liber 894 at Page 834, pursuant to which Muller Quaker Dairy leased its interest in the Land (as defined below) to the Agency and the Agency subleased its interest in the Land to Muller Quaker Dairy; and

WHEREAS, pursuant to that certain Assignment and Assumption of Agreements, dated as of January 12, 2016 (the "2016 Assignment and Assumption of Agreements"), by and among the Agency, Muller Quaker Dairy and Batavia Dairy Products, LLC ("Batavia Dairy Products"), which 2016 Assignment and Assumption of Agreements was recorded in the Office of the Genesee County Clerk on February 29, 2016 in Liber 357 at Page 505, Muller Quaker Dairy assigned to Batavia Dairy Products, its rights, title, interest, duties and obligations and liabilities under the Original Lease Agreement and the Original Leaseback Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption of Agreements, dated as of June 30, 2017 (the "Assignment and Assumption of Agreements"), by and among the Agency, Batavia Dairy Products and the Company, Batavia Dairy Products assigned to the Company, its rights, title, interest, duties and obligations and liabilities under the Original Lease Agreement and the Original Leaseback Agreement; and

WHEREAS, the Agency previously undertook a certain project (the "2017 Project") for the benefit of the Company consisting of: (A) the acquisition or retention by the Agency of a leasehold interest in certain land located at 5140 Ag Park Drive West, Town of Batavia, Genesee County, New York (being more particularly described as tax map identification number 13.-1-

165.111/P) (the "Land") and the existing improvements located thereon, consisting principally of a 383,000 square-foot manufacturing facility (the "2017 Existing Improvements"), (B) (i) the renovation and equipping of the 2017 Existing Improvements and (ii) the construction and equipping on the Land of small external additions, silo tanks, an approximately 100,000 square-foot refrigerated warehouse and related improvements and infrastructure for use by the Company as a fluid processing plant (the "2017 Improvements") and (C) the acquisition by the Company in and around the 2017 Improvements of certain items of machinery, equipment and other tangible personal property, including but not limited to, processing equipment, filling equipment, and waste water treatment equipment (the "2017 Equipment", and collectively with the Land, the 2017 Existing Improvements and the 2017 Improvements, the "2017 Facility"); and

WHEREAS, in furtherance of the 2017 Project, the Agency and the Company entered into the following agreements each dated June 30, 2017: (i) an Agent, Financial Assistance and Project Agreement, (ii) a certain Amended and Restated Lease Agreement, (iii) a certain Amended and Restated Leaseback Agreement, (iv) a certain Amended and Restated Payment-In-Lieu-of-Taxes Agreement, and (v) related documents (collectively, the "2017 Agency Documents"), whereby the Agency appointed the Company as agent of the Agency to undertake the 2017 Project and provided the Company with certain forms of financial assistance (the "2017 Financial Assistance"); and

WHEREAS, the Company has submitted an application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition and/or retention by the Agency of a leasehold interest in the Land along with the existing improvements located thereon (comprised of the 2017 Existing Improvements and the 2017 Improvements, collectively, the "Existing Improvements"); (ii) the planning, design, construction and operation of an approximately 7,700 square foot addition to the Existing Improvements comprised of two (2) receiving bays, raw milk silo alcove and silo pads, CIP room, remote truck testing lab and electrical room, along with site improvements, parking lots, access and egress improvements, signage, curbage, landscaping and stormwater retention improvements (collectively, the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), such Project to be undertaken by the Agency and the Company primarily through a Project Agreement (defined herein) and the amendment of the 2017 Agency Documents; and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as agent of the Agency for the purpose of undertaking the Project pursuant to a project agreement (the "Project Agreement"), (ii) negotiate and enter into an amended and restated lease agreement (the "Lease Agreement"), an amended and restated leaseback agreement (the "Leaseback Agreement"), a tax agreement (the "Tax Agreement") and related documents with the Company, (iii) take title to or a leasehold interest in the Land, the Existing Improvements, the Improvements, the Equipment and personal property constituting the Project (once the Lease Agreement, the Leaseback Agreement and the Tax Agreement have been negotiated), and (iv) provide financial assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project and (b)

a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, on June 5, 2025, the Agency adopted a resolution (the "Initial Resolution") pursuant to which the Agency (i) accepted the Application of the Company, (ii) directed that a public hearing be held, and (iii) described the forms of financial assistance being contemplated by the Agency with respect to the Project; and

WHEREAS, pursuant to Section 859-a of the Act, on Thursday, June 26, 2025, at 3:30 p.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance being contemplated by the Agency (the "Public Hearing") whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

WHEREAS, pursuant to the 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"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, pursuant to Article 18-A of the Act the Agency desires to adopt a resolution approving the Project and the Financial Assistance (as defined below) that the Agency is contemplating with respect to the Project; and

WHEREAS, the Project Agreement, the Lease Agreement, the Leaseback Agreement, the Tax Agreement and related documents will be negotiated and presented to the President/CEO, Chair, and/or Vice Chair of the Agency for approval and execution subject to adoption of the resolutions contained herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AS FOLLOWS:

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency 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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and equipping the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Genesee County, New York and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Application and the Company's certifications therein, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(F) The Town of Batavia Planning Board (the "Board") has conducted a review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to classifying the Project as a "Type 1" action (as defined in SEQRA), the Board issued a Negative Declaration on November 19, 2024 (the "Negative Declaration"), determining that the Project does not pose a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including, but not limited to, the Full Environmental Assessment Form and the Negative Declaration, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Board pursuant to 6 N.Y.C.R.R. Part 617.7. A copy of the Negative Declaration issued by the Board is attached hereto as **Exhibit B**.

Section 2. The Public Hearing held by the Agency on Thursday, June 26, 2025, at 3:30 p.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 3. The Agency is hereby authorized to provide to the Company the Financial Assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project and (b) a partial real property tax abatement structured through the Tax Agreement.

Section 4. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **$14,029,920.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **$1,122,394.00**. The Agency agrees to consider any requests by the Company for an increase to the amount of Sales and Use Tax Exemption Benefits authorized by the Agency upon being

provided with appropriate documentation detailing the additional purchases of property or services.

Section 5. Pursuant to Section 875(3) of the Act, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any Sales and Use Tax Exemption Benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, reconstruct, renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; *provided, however*, the Project Agreement shall expire on **December 31, 2027** (unless extended for good cause by the President/CEO of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered.

Section 7. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to negotiate and enter into (A) the Project Agreement, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; *provided, however*, (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project and (ii) the terms of the Tax

Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The President/CEO, Chair, and/or Vice Chair of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record the Mortgage securing an aggregate principal amount necessary to undertake the Project, and any security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") to assist with the undertaking of the Project, the acquisition of the Facility and/or the finance or re-finance the Facility or equipment and other personal property and related transactional costs (hereinafter, with the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and the Mortgage, collectively called the "Agency Documents"); and, where appropriate, the Secretary or Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the President/CEO, Chair, and/or Vice Chair of the Agency shall approve, the execution thereof by the President/CEO, Chair, and/or Vice Chair of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such 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 Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. In accordance with the Agency's Pricing & Fee Policy, the Agency hereby authorizes the Company to pay of the Agency's administrative fee in two equal installments as follows: (i) $129,895.00 shall be due and payable upon closing on the Financial Assistance (the "Closing Date") and (ii) $129,895.00 shall be due and payable upon the first anniversary of the Closing Date.

Section 11. These Resolutions shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yea	***Nay***	***Absent***	***Abstain***
Peter Zeliff (Video Conference)	[ ]	[ ]	[X]	[ ]
Matthew Gray	[ ]	[ ]	[X]	[ ]
Paul Battaglia	[X]	[ ]	[ ]	[ ]
Craig Yunker	[X]	[ ]	[ ]	[ ]
Kathleen Manne	[ ]	[ ]	[X]	[ ]
Chandy Kemp	[X]	[ ]	[ ]	[ ]
Marianne Clattenburg	[X]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION
(HP Hood LLC Project)

STATE OF NEW YORK)
COUNTY OF GENESEE) *SS.*:

I, the undersigned Secretary of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), including the resolution contained therein, held on July 10, 2025, with the original thereof on file in the offices of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this 10th day of July, 2025.

Secretary