TRANSCRIPT OF PROCEEDINGS

LEASE/LEASEBACK TRANSACTION
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AMAZON.COM SERVICES LLC PROJECT

CLOSING DATE: JUNE 26, 2026

APPROVING OPINION:

HODGSON RUSS LLP

LEASE/LEASEBACK TRANSACTION
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AMAZON.COM SERVICES LLC PROJECT

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Exhibit A - Chapter 666 of the Laws of 1970;	
Exhibit B - Certificate of Establishment and Certificates of Appointment of the current members of the Agency, certified by the New York State Department of State, Miscellaneous Records Unit;	
Exhibit C - By-Laws of the Agency;	
Exhibit D - Public Hearing Resolution;	
Exhibit E - Proof of the mailing of certified copy of the Public Hearing Resolution to the chief executive officers of the Affected Tax Jurisdictions;	

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General Certificate of the Company regarding incumbency and signatures of officers, execution of the Lease Agreement and other Basic Documents to which the Company is a party (the "Company Documents"), no litigation and continued existence, with the following items included as exhibits:

Exhibit A - Articles of Organization of the Company, certified by the State of Delaware Department of State, Corporations Unit;

Exhibit B - Certificates of Good Standing relating to the Company, certified by the (1) State of Delaware and (2) State of New York Department of State, Corporations Unit;

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CLOSING MEMORANDUM

LEASE/LEASEBACK TRANSACTION
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AMAZON.COM SERVICES LLC PROJECT

Date of Closing: June 26, 2026

Place of Closing: VIA MAIL

I. DESCRIPTION OF THE TRANSACTION:

In October, 2025, Amazon.com Services LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware, presented an application (the "Application") to Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation duly established under Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law of the State of New York (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

By resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. Pursuant to Section 859-a of the Act, the Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions").

Pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York, and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency.

Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration").

By further resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of June 1, 2026 (the "Lease Agreement") and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents").

Pursuant to the terms of the Lease Agreement, the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency.

Simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency" or "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (3) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain

a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) various certificates relating to the Project (the "Closing Documents").

Among the actions taken by the Agency with respect to the Project prior to the Closing Date were the following:

October, 2025	The Company filed the Application relating to the Project with the Agency.
October 9, 2025	The Agency adopted the Public Hearing Resolution.
October 21, 2025	A copy of the certified Public Hearing Resolution was mailed to the chief executive officers of the Affected Tax Jurisdictions.
October 21, 2025	Notice of the Public Hearing was mailed to the chief executive officers of the Affected Tax Jurisdictions.
October 21, 2025	Notice of the Public Hearing was posted on the Agency's website and on a public bulletin board.
October 23, 2025	Notice of Public Hearing was published.
November 3, 2025	The Agency conducted the Public Hearing.
November 13, 2025	The Agency adopted the SEQR Resolution.
November 13, 2025	The Agency adopted the Approving Resolution.

II. PARTIES REPRESENTED AT THE CLOSING:

AGENCY: (A)
Matthew Beck, Chairperson
Kenneth F. Rose, Chief Executive Officer
Montgomery County Industrial Development Agency

AGENCY COUNSEL: (HR)
Christopher C. Canada, Esq.
Shannon E. Wagner, Esq.
Hodgson Russ LLP

COMPANY: (C)
Brad Griggs, Director – Economic Development
Amazon.com Services LLC

COMPANY'S COUNSEL: (CC)
Robert G. Murray, Esq.
Harris Beach Murtha Cullina PLLC

III. ACTION TO BE TAKEN AT THE CLOSING:

The following documents, or copies thereof, are to be delivered (except as indicated) to the Agency, Agency's Counsel, the Company and the Company's Counsel as follows:

		Production Response.	Execution Response.
A.	Basic Documents:		
1.	Underlying Lease.	HR	C, A
2.	Memorandum of Underlying Lease, together with a combined real estate transfer tax return and credit line mortgage certificate (TP-584).	HR	C, A
3.	Lease Agreement.	HR	C, A
4.	Memorandum of the Lease Agreement, together with a combined real estate transfer tax return and a credit line mortgage certificate (TP-584).	HR	C, A
5.	Payment in Lieu of Tax Agreement.	HR	C, A
6.	Section 875 GML Recapture Agreement.	HR	C, A
7.	Uniform Agency Project Agreement.	HR	C, A
8.	Certificates (and policies, if available) of casualty, liability, workers' compensation and other insurance required pursuant to the Lease Agreement.	CC	--
9.	Closing Receipt.	HR	C, A
B.	Items to be delivered by the Agency:		
1.	General Certificate of the Agency regarding incumbency and signatures of officers, execution of the Basic Documents and the other documents to be executed by the Agency in connection therewith (the "Agency Documents"), no litigation and continued existence, with the following items included as exhibits:	HR	A
	Exhibit A - Chapter 666 of the Laws of 1970;	HR	--
	Exhibit B - Certificate of Establishment and Certificates of Appointment of the current members of the Agency, certified by the New York State Department of State, Miscellaneous Records Unit;	HR	--

		Production Response.	Execution Response.
Exhibit C -	By-Laws of the Agency;	HR	--
Exhibit D -	Public Hearing Resolution;	HR	A
Exhibit E -	Proof of the mailing of certified copy of the Public Hearing Resolution to the chief executive officers of the Affected Tax Jurisdictions;	A	A
Exhibit F -	Proof of the mailing of notice of the Public Hearing to the chief executive officers of the Affected Tax Jurisdictions;	A	A
Exhibit G -	Proofs of the posting of notice of the Public Hearing;	A	A
Exhibit H -	Proof of publication of notice of the Public Hearing;	A	A
Exhibit I -	Report of the Public Hearing;	A	--
Exhibit J -	SEQR Resolution; and	HR	A
Exhibit K -	Approving Resolution.	HR	A
2.	Certificate Regarding No Conflicts of Interest.	HR	A
3.	Sales Tax Exemption Letter.	HR	A
4.	Real Property Tax Exemption Form.	HR	A
5.	Proof of (A) Mailing and (B) filing of Real Property Tax Exemption Form to the chief executive officer of the tax assessor of each Affected Tax Jurisdiction.	HR	HR
6.	Thirty-Day Sales Tax Reports.	HR, CC	A
7.	Proof of Mailing of Thirty-Day Sales Tax Reports to the New York State Department of Taxation and Finance.	HR, CC	A
8.	Agency Counsel Disclosure Certificate.	HR	HR
C.	Items to be delivered by the Company:		
1.	General Certificate of the Company regarding incumbency and signatures of officers, execution of the Lease Agreement and other Basic Documents to which the Company is a party (the "Company Documents"), no litigation and continued existence, with the following items included as exhibits:	HR, CC	C
Exhibit A -	Articles of Organization of the Company, certified by the State of Delaware Department of State, Corporations Unit;	CC	--

		Production Response.	Execution Response.
Exhibit B -	Certificates of Good Standing relating to the Company, certified by the (1) State of Delaware and (2) State of New York Department of State, Corporations Unit;	CC	--
Exhibit C -	Certificate of Senior Corporate Counsel;	CC	--
2.	Affidavit of the Company.	HR	C
D.	Opinions of Counsel:		
1.	Opinion of Hodgson Russ LLP, counsel to the Agency, addressed to the Agency and the Company.	HR	HR
2.	Opinion of Harris Beach Murtha Cullina PLLC, counsel to the Company, addressed to the Agency and the Company.	HR	CC

IV. ACTION TO BE TAKEN CONCURRENTLY WITH OR AFTER THE CLOSING:

1. The Underlying Lease (or a memorandum thereof) and the Lease Agreement (or a memorandum thereof) are to be recorded by the Agency or the Company in the office of the County Clerk of Montgomery County, New York.

2. The Real Property Tax Exemption Form, with a copy of the Payment in Lieu of Tax Agreement attached thereto is to be mailed by the Agency to the assessor and the chief executive officers of each Affected Tax Jurisdiction.

3. The Thirty-Day Sales Tax Reports are to be mailed by the Agency to the New York State Department of Taxation and Finance.

CLOSING ITEM NO.: A-1

AMAZON.COM SERVICES LLC,
AS LANDLORD

AND

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY,
AS TENANT

LEASE TO AGENCY

DATED AS OF JUNE 1, 2026

RELATING TO A LEASEHOLD INTEREST HELD BY THE LANDLORD IN A CERTAIN PARCEL OF LAND LOCATED APPROXIMATELY 1.5 MILES WEST OF INTERCHANGE 27 ON THE SOUTH SIDE OF NEW YORK STATE ROUTE 5S AND BETWEEN NEW YORK STATE ROUTE 5S AND THE NEW YORK STATE THRUWAY (I-90) (TAX MAP NO. 54.-1-36) IN THE TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK.

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and is for convenience of reference only.)

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LEASE TO AGENCY

THIS LEASE TO AGENCY dated as of June 1, 2026 (the "Underlying Lease") by and between AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington, as landlord, and MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, as tenant;

W I T N E S S E T H:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in October, 2025, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the

meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. Pursuant to Section 859-a of the Act, the Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York, and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); and

WHEREAS, by further resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of June 1, 2026 (the "Lease Agreement") and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency this Lease to Agency by and between

the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (2) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (3) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) various certificates relating to the Project (the "Closing Documents"); and

WHEREAS, the Company desires to convey the leasehold interest created pursuant to this Underlying Lease to the Agency on the terms and conditions set forth in this Underlying Lease; and

WHEREAS, pursuant to the Lease Agreement, the Company will, as agent of the Agency, undertake and complete the Project and the Agency will lease the Project Facility to the Company, and it is the intention of the parties hereto that the leasehold interest created pursuant to this Underlying Lease and the Company's leasehold interest in the Project Facility created by the Lease Agreement shall not merge; and

WHEREAS, all things necessary to constitute this Underlying Lease a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Underlying Lease have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. All of the capitalized terms used in this Lease to Agency and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof.

SECTION 1.2. INTERPRETATION. In this Underlying Lease, unless the context otherwise requires:

(A) The terms "hereby", "hereof", "herein", "hereunder", and any similar terms as used in this Underlying Lease, refer to this Underlying Lease, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Underlying Lease.

(B) Words of masculine gender shall mean and include correlative words of feminine and neuter genders.

(C) Words importing the singular number shall mean and include the plural number, and vice versa.

(D) Any headings preceding the texts of the several Articles and Sections of this Underlying Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Underlying Lease nor affect its meaning, construction or effect.

(E) Any certificates, letters or opinions required to be given pursuant to this Underlying Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Underlying Lease.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE AGENCY. The Agency makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(A) The Agency has been duly established under the provisions of the Act and has the power to enter into this Underlying Lease and to carry out its obligations hereunder.

(B) Neither the execution and delivery of this Underlying Lease nor the consummation of the transactions contemplated hereby will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State and all other jurisdictions in which its operations or ownership of Properties so require, and has the power to enter into this Underlying Lease and carry out its obligations hereunder and has been duly authorized to execute this Underlying Lease. This Underlying Lease and the transactions contemplated hereby have been duly authorized by all necessary action on the part of the members of the Company.

(B) Neither the execution and delivery of this Underlying Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Underlying Lease will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Organization or Operating Agreement of the Company or any order, judgment, agreement or instrument to which the Company is a party or by which the Company is bound, or constitute a default under any of the foregoing, or (2) result in the creation or imposition of any Lien of any nature upon any Property of the Company other than pursuant to the Basic Documents, or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) to the best of the Company's knowledge, require consent (which has not been heretofore received) under, conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

ARTICLE III

LEASE PROVISIONS

SECTION 3.1. LEASE. (A) The Company hereby demises and leases to the Agency, and the Agency hereby hires and leases from the Company, the Land, as said Land is more particularly described on Exhibit A attached hereto and the improvements now and hereafter located thereon, including the Facility and the Equipment, as said Equipment is more particularly described on Exhibit B attached hereto, now or hereafter located on or within the Land or dedicated to the Project, and all personal property acquired, installed, used or consumed in connection with the acquisition, construction, installation and equipping of the Project Facility, for the Term. The Project Facility is intended to include (1) all buildings and improvements located on the Land, (2) any strips or gores of land adjoining the Land, (3) any land lying in the bed of any street or avenue abutting the Land, to the centerline thereof, and (4) a non-exclusive right to use any easements or other rights in adjoining property inuring to the Company by reason of the Company's ownership of the Land.

(B) It is the intention of the Company and the Agency that the Agency shall hold leasehold title to Project Facility. Accordingly, leasehold title to any improvements hereinafter constructed by the Company on the Land shall vest in the Agency or its successors and assigns as and when the same are constructed thereon.

SECTION 3.2. TERM. (A) The term of this Underlying Lease (the "Term") shall commence as of the dated date hereof and shall expire on the earlier to occur of (1) the Lease Termination Date or (2) so long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, the termination of the term of the Lease Agreement.

(B) So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, upon any termination of this Underlying Lease, the Company shall prepare and the Agency will execute and deliver to the Company such instruments as the Company shall deem appropriate to evidence the release and discharge of this Underlying Lease.

SECTION 3.3. RENT. The rent payable by the Agency under this Underlying Lease shall be one dollar ($1.00), and other good and valuable consideration, receipt of which is hereby acknowledged by the Company.

SECTION 3.4. USE; LEASE AGREEMENT; NON-MERGER. (A) So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder have been terminated by the Agency pursuant to Article X thereof, the Agency shall (1) hold and use the Project Facility only for lease to the Company under the Lease Agreement and (2) shall not sell or assign its rights hereunder nor the leasehold estate hereby created, except as provided in the Lease Agreement.

(B) Contemporaneously with the execution and delivery of this Underlying Lease, the Agency is entering into the Lease Agreement, pursuant to which the Company as agent of the Agency agrees to undertake and complete the Project and the Agency agrees, upon completion of the Project, to lease (with an obligation to purchase) the Project Facility to the Company. Pursuant to the Lease Agreement, the Company, as tenant of the Project Facility under the Lease Agreement, is required to perform all of the Agency's obligations under this Underlying Lease. Accordingly, and notwithstanding anything to the contrary contained in this Underlying Lease, the Company shall not be entitled to declare a default hereunder or exercise any rights or remedies hereunder if any asserted default by the Agency hereunder

relates to a failure by the Company, as tenant of the Project Facility under the Lease Agreement, to perform its corresponding obligations under the Lease Agreement.

(C) Notwithstanding the lease of the Project Facility by the Agency to the Company pursuant to the Lease Agreement, during the Term of this Underlying Lease, there shall be no merger of this Underlying Lease nor of the leasehold estate created by this Underlying Lease with the fee estate in the Project Facility or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Underlying Lease or the leasehold estate created by this Underlying Lease or any interest in this Underlying Lease or in any such leasehold estate (2) the Lease Agreement or the leasehold estate created by the Lease Agreement or any interest in the Lease Agreement or in any such leasehold estate, and (3) the Company's interest in the Land or any part thereof, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Underlying Lease or the leasehold estate created by this Underlying Lease, (y) the Lease Agreement or the leasehold estate created by the Lease Agreement, and (z) the Company's interest in the Land or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5. ADDITIONS, ALTERATIONS AND IMPROVEMENTS. Subject to the provisions of the Lease Agreement, the Company shall have the right, from time to time, to make such changes, additions, improvements and alterations, demolition or new construction, structural or otherwise, to the Project Facility as the Company shall deem necessary or desirable. A leasehold interest in the Improvements and the Equipment, now and hereafter located on or within the Land or dedicated to the Project, and all personal property acquired, installed, used or consumed in connection with the acquisition, construction, installation and equipping of the Project Facility, and any modifications, additions, restrictions, repairs and replacements, thereof, shall be in the Agency during the Term, except as otherwise provided in the Lease Agreement.

SECTION 3.6. ASSIGNMENT. So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, neither the Agency nor the Company shall assign or transfer this Underlying Lease, nor sublease the whole or any part of the Property leased hereby, except that the Agency may lease the leasehold interest created hereunder to the Company pursuant to the Lease Agreement. The Agency may enter into the Lease Agreement on the terms provided therein.

SECTION 3.7. POSSESSION; QUIET ENJOYMENT. (A) Pursuant to the terms of the Lease Agreement, except as otherwise provided therein after the occurrence of an Event of Default thereunder, the Company has the exclusive right to possess and make improvements to the Project Facility leased hereby.

(B) The Agency, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this Underlying Lease on the Agency's part to be kept, shall quietly have, hold and enjoy the Project Facility during the Term of this Underlying Lease.

SECTION 3.8. LIENS. So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, the Agency shall not, directly, or indirectly, create or permit to be created, any mortgage, lien, encumbrance or other charge upon, or pledge of, the Project Facility or the Agency's interest therein (except for Permitted Encumbrances) without the Company's prior written consent.

SECTION 3.9. TAXES. (A) It is recognized that, under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any property acquired by it or under its jurisdiction or control or

supervision. Pursuant to the Lease Agreement, the Company has agreed to pay all taxes levied against the Project Facility.

(B) Pursuant to the Lease Agreement and the Payment in Lieu of Tax Agreement, the Agency has agreed to apply for the tax exemptions respecting the Project Facility to which the Agency may be entitled pursuant to the Act, upon the condition that the Company make certain payments in lieu of taxes respecting the Project Facility, as more fully set forth in the Lease Agreement and the Payment in Lieu of Tax Agreement. The Agency agrees to use its best efforts to apply for any tax exemptions to which the Agency may be entitled with respect to the Project Facility.

(C) In the event that (1) title to the Agency's interest in the Project Facility shall be conveyed to the Company pursuant to the Lease Agreement, (2) on the date on which the Company obtains title to the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of any taxing entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), the Company shall be obligated to make payments in lieu of taxes to the respective receivers of taxes in amounts equal to those amounts which would be due from the Company as real property taxes with respect to the Project Facility if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various taxing entities having jurisdiction over the Project Facility as the legal owner of record of the Agency's interest in the Project Facility.

SECTION 3.10. MAINTENANCE. Pursuant to the Lease Agreement, during the term of this Underlying Lease, the Company has agreed, at the Company's sole cost and expense, to keep and maintain or cause to be kept and maintained the Project Facility and all improvements now or hereafter located thereon in good order and condition and make or cause to be made all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. The Agency will have no responsibility with respect to the foregoing.

SECTION 3.11. CONDEMNATION. Subject to the provisions of the Lease Agreement, in the event of a total, substantial or partial taking by eminent domain or for any public or quasi public use under any statute (or voluntary transfer or conveyance to the condemning agency under threat of condemnation), the Agency shall be entitled to its actual costs and reasonable expenses incurred, if at all, with respect to the Project Facility (including any unpaid amounts due pursuant to the Basic Documents and the costs of participating in such condemnation proceeding or transfer). The Agency shall not have any interest whatsoever in any condemnation award, and the Company shall have exclusive right to same.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.1. DEFAULT. (A) Any one or more of the following events shall constitute an "Event of Default" under this Underlying Lease:

(1) The failure of the Agency (or the Company on behalf of the Agency) to pay the rent due pursuant to this Underlying Lease within fifteen (15) days after notice to the Agency specifying the nature of such default; or

(2) The failure of the Agency (or the Company on behalf of the Agency) to observe and perform any covenant, condition or agreement on its part to be performed (other than as referred to in paragraph (1) above) and continuance of such failure for a period of thirty (30) days after written notice to the Agency specifying the nature of such default; provided that if by reason of the nature of such default the same cannot be remedied within thirty (30) days, failure of the Agency (or the Company on behalf of the Agency), to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(B) Notwithstanding the provisions of Section 4.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Underlying Lease and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Underlying Lease of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an event of default under this Section. The term "force majeure" as used herein shall include, any event or occurrence that is not within the control of such party and prevents a party from performing its obligations under this Underlying Lease, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any public health crisis including, but not limited to, disease, pandemics (including without limitation, COVID-19), epidemics, quarantine; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency (including any partial or full government shut down) having jurisdiction over the party hereto, over the Project or over a party's operations. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 4.2. REMEDIES ON DEFAULT. Whenever any Event of Default described in Section 4.1(A)(2) hereof shall have occurred and continues following the exhaustion of any applicable cure periods, the Agency may, at its option, terminate this Underlying Lease upon not less than fifteen (15) days written notice to the Company (the Company shall notify the Lender of such notice). If such notice is so given by the Agency this Underlying Lease shall automatically terminate upon the date set forth in the notice without the necessity of any further actions or the filing or recording of any documents or instruments. Nevertheless, the Agency may, but need not, record a Notice of the Cancellation of this Underlying Lease

in the Montgomery County Clerk's Office without the signature of the Company to confirm the termination of this Underlying Lease. Nothing contained in this Underlying Lease shall be deemed to limit, amend or modify the remedies available to the Agency pursuant to the Lease Agreement or other Basic Documents.

SECTION 4.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Underlying Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article IV, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 4.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event either party should default under any of the provisions of this Underlying Lease and the other party should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the defaulting party herein contained, the defaulting party shall, on demand therefor, pay to the other party the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 4.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. SURRENDER. (A) The Agency shall, on the last day of the Term of this Underlying Lease or on the last day of any earlier termination of the Term of this Underlying Lease, surrender and deliver the Agency's interest in the Project Facility and all buildings, improvements, alterations, equipment and fixtures located thereon to the possession and use of the Company without delay and in good order, condition and repair, except for reasonable wear and tear.

(B) On the last day of the Term of this Underlying Lease or on the last day of any earlier termination of the Term of this Underlying Lease, title to all buildings, improvements, alterations, equipment located on the Project Facility shall automatically, and, except as provided for within Section 3.2(B) of this Underlying Lease, without the need of any further or additional instrument, vest in the Company. Notwithstanding the foregoing, upon the reasonable request of the Company, the Agency shall execute and deliver to the Company an instrument in a form of Exhibit C to the Lease Agreement to be recorded to confirm this vesting of title.

SECTION 5.2. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by an affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Amazon.com Services, LLC
410 Terry Avenue North
Seattle, Washington 98121
Attention: Director, Economic Development
Facsimile: (206) 266-7010

AND

Amazon.com Services, Inc.
2121 7th Avenue
Seattle, Washington 98121
Attention: Economic Development Compliance
E-mail: economicdevelopment@amazon.com

AND

Amazon.com, Inc.
P.O. Box 81226
Attention: General Counsel & Real Estate
Facsimile: (206) 266-7010

WITH A COPY TO:

Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York 14210
Attention: Robert G. Murray, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072
Attention: Chairperson

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: Christopher C. Canada, Esq.

(C) The Agency or the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications to the Agency or the Company, as the case may be, shall be sent.

SECTION 5.3. APPLICABLE LAW. This Underlying Lease shall be governed exclusively by the applicable laws of the State.

SECTION 5.4. BINDING EFFECT. This Underlying Lease shall inure to the benefit of, and shall be binding upon the Agency and the Company and their respective successors and assigns; provided, that, except as provided elsewhere herein, the interest of the Agency in this Underlying Lease may not be assigned, sublet or otherwise transferred without the prior written consent of the Company.

SECTION 5.5. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining provisions hereof and shall in no way affect the validity of the other provisions of this Underlying Lease.

SECTION 5.6. AMENDMENTS, CHANGES AND MODIFICATIONS. This Underlying Lease may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 5.7. EXECUTION OF COUNTERPARTS. This Underlying Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Underlying Lease and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Underlying Lease as to the parties hereto and may be used in lieu of the original Underlying and signature pages for all purposes.

SECTION 5.8. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Underlying Lease have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Underlying Lease.

SECTION 5.9. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and in the other Basic Documents shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and in the other Basic Documents shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable hereon or thereon and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or under the other Basic Documents shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten [10] days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

SECTION 5.10. RECORDING. The Agency and the Company agree that this Underlying Lease (or a memorandum thereof) shall be recorded by the Agency (but at the sole cost and expense of the Company) in the appropriate office of the County Clerk of Montgomery County, New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Underlying Lease to be executed in their respective names by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Underlying Lease to be executed in their respective names by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

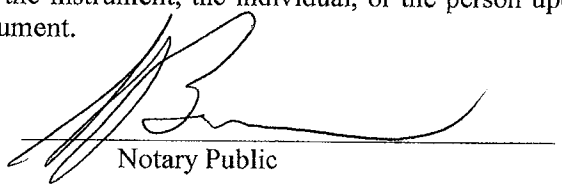
BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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.



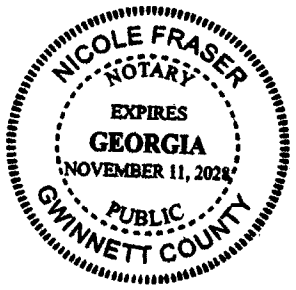
Notary Public

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 1, 20 26

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole Fraser
Notary Public



APPENDIX A

SCHEDULE OF DEFINITIONS

The following words and terms used in the attached document shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

"Act" means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 666 of the 1970 Laws of the State, constituting Section 895-d of the General Municipal Law of the State, as amended from time to time.

"Affected Tax Jurisdiction" shall have the meaning assigned to such term in Section 854(16) of the Act), which defines such term, in the context of the Project, to mean any village, town, city, county, and school district in which the Project Facility is located.

"Affected Tax Jurisdictions" means all Affected Tax Jurisdictions in which the Project Facility is located.

"Agency" means (A) Montgomery County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which Montgomery County Industrial Development Agency or its successors or assigns may be a party.

"Annual Sales Tax Report" means a New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)), indicating the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency pursuant to Section 4.1(E) of the Lease Agreement.

"Applicable Laws" means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

"Approving Resolution" means the resolution duly adopted by the Agency on November 13, 2025, authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Basic Documents to which the Agency is a party.

"Authorized Representative" means (A) with respect to the Agency, its Chairperson, Vice-Chairperson or Chief Executive Officer, or such other Person or Persons at the time designated to act on behalf of the Agency by written certificate furnished to the Company containing the specimen signature of each such Person and signed on behalf of the Agency by its Chairperson, Vice-Chairperson or Chief Executive Officer or such other person as may be authorized by resolution of the Agency to act on behalf

of the Agency, and (B) with respect to the Company, its chief executive officer or chief financial officer, or such other Person or Persons at the time designated to act on behalf of the Company by written certificate furnished to the Agency containing the specimen signature of each such Person and signed on behalf of the Company by its chief executive officer or chief financial officer, or such other person as may be authorized by the Members of the Company to act on behalf of the Company.

"Basic Documents" means the Underlying Lease, the Lease Agreement, the Uniform Agency Project Agreement, the Payment in Lieu of Tax Agreement, the Section 875 GML Recapture Agreement, and all other instruments and documents related thereto and executed in connection therewith, and any other instrument or document supplemental thereto, each as amended from time to time.

"Business Day" means a day on which banks located in the Town of Florida, Montgomery County, New York are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Certificate of Occupancy" means a certificate of occupancy (final, temporary, shell, conditional or otherwise) for the Facility issued by the applicable office of the Town of Florida certifying that the Facility constructed on the Land has been substantially completed; provided, however, in no event shall such date be later than December 31, 2028, without the prior written consent of the Agency.

"Closing" means the closing at which the Basic Documents are executed and delivered by the Company and the Agency.

"Closing Date" means the date of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

"Company" means Amazon.com Services LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its successors and assigns, to the extent permitted pursuant to Section 8.4 of the Lease Agreement.

"Completion Date" means the earlier to occur of (A) December 31, 2028 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

"Contractor" means, collectively, BMG Albany LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and Layton Construction Company, LLC, a limited liability company duly organized and existing under the laws of the State of Utah.

"Default Interest Rate" means a per annum rate of interest equal to twelve percent (12%) per annum, or the maximum rate of interest permitted by law, whichever is less.

"Equipment" means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired in connection with the completion of the Project prior to the Completion Date with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and such substitutions and replacements therefor as may be made from

time to time pursuant to the Lease Agreement, including without limitation, all the Property described in Exhibit B attached to the Lease Agreement.

"Event of Default" means, with respect to any particular Basic Document, any event specified as an Event of Default pursuant to the provisions thereof.

"Facility" means all buildings (or portions thereof), improvements, structures and other related facilities, and improvements thereto, (A) located on the Land, (B) financed with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and (C) not constituting a part of the Equipment, all as they may exist from time to time.

"Financial Assistance" shall have the meaning assigned to such term in the fifth recital clause to the Lease Agreement.

"Governmental Authority" means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, court, board, bureau or instrumentality of any of them.

"Gross Proceeds" means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

"Hazardous Materials" shall mean all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated byphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

"Indebtedness" means (1) the monetary obligations of the Company to the Agency and its members, officers, agents, servants and employees under the Lease Agreement and the other Basic Documents, (2) the monetary obligations of the Company to the Affected Tax Jurisdictions under the Payment in Lieu of Tax Agreement and the other Basic Documents, and (3) all interest accrued and accruing on any of the foregoing.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and not a full-time employee of the Company or the Agency.

"Independent Engineer" means an engineer or architect or firm of engineers or architects duly admitted to practice engineering or architecture in the state and not a full-time employee of the Company or the Agency.

"Land" means the interest(s) in real property leased to the Agency pursuant to the Underlying Lease, as more particularly described on Exhibit A attached to the Lease Agreement.

"Lease Agreement" means the lease agreement dated as of June 1, 2026 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has

leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Lease Termination Date" means the December 31 that is fifteen (15) years following the year in which the Certificate of Occupancy is issued. For illustrative purposes, if the Certificate of Occupancy is issued on or before December 1, 2027, the Lease Termination Date will be December 31, 2042.

"Lien" means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, a security agreement, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term "Lien" includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialmen's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes of the Basic Documents, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys' fees and expenses) incurred in obtaining such Gross Proceeds.

"Payment in Lieu of Tax Agreement" means the payment in lieu of tax agreement dated as of June 1, 2026 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

"Permitted Encumbrances" means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens, to the extent permitted by Section 8.8 of the Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of the Lease Agreement, (D) any Lien on the Project Facility obtained through any Basic Document, and (E) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed.

"Person" means an individual, partnership, corporation, trust, unincorporated organization or Governmental Authority.

"Plans and Specifications" means the description of the Project appearing in the fifth recital clause to the Lease Agreement.

"Project" shall have the meaning set forth in the fifth recital clause to the Lease Agreement.

"Project Facility" means, collectively, the Land, the Facility and the Equipment.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Real Property Tax Exemption Form" means a New York State Board of Real Property Services Form RP-412-a (Industrial Development Agencies - Application for Real Property Tax Exemption) relating to the Project Facility.

"Sales Tax Exemption Letter" shall have the meaning assigned to such term in Section 8.12 of the Lease Agreement.

"Section 875 GML Recapture Agreement" means the recapture agreement dated as of June 1, 2026 by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes constituting a part of the Financial Assistance relating to the Project, as said recapture agreement may be amended or supplemented from time to time.

"SEQRA" means Article Eight of the Environmental Conservation Law of the State and the statewide regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York.

"State" means the State of New York.

"Term" means the term of the Underlying Lease.

"Termination of Lease Agreement" means a termination of lease agreement by and between the Company, as tenant, and the Agency, as landlord, intended to evidence the termination of the lease agreement, substantially in the form attached as Exhibit E to the Lease Agreement.

"Termination of Lease to Agency" means the termination of the Lease to Agency from the Agency to the Company, evidencing termination of the Lease to Agency, substantially in the form attached as Exhibit C to the Lease Agreement, which termination is intended, upon certain terminations of the Lease Agreement, to terminate the leasehold interest of the Agency created pursuant to the Lease to Agency.

"Thirty-Day Sales Tax Report" means a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent) notifying the New York State Department of Taxation and Finance that the Agency has appointed the Company to act as agent of the Agency pursuant to Section 4.1(E) of the Lease Agreement.

"Unassigned Rights" means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E)(2), 4.1(F), 4.1(G), 5.2(A), 5.3(B), 5.4(B), 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.1, 9.3, 11.1, 12.4, 12.8 and 12.10 of the Lease Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 2.2(F), 3.3, 4.1, 5.3(B)(2), 5.3(C), 6.4(B), 8.2, 10.2 and 10.4 of the Lease Agreement, (C) the moneys due as payments in lieu of taxes pursuant to Section 6.6 of the Lease Agreement and the Payment in Lieu of Tax Agreement, (D) the payments due from the Company pursuant to the Section 875 GML Recapture Agreement, and (E) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

"Underlying Lease" or "Lease to Agency" means the lease to agency dated as of June 1, 2026 by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company has conveyed a leasehold interest in the Project Facility to the Agency, as said lease to agency may be amended or supplemented from time to time.

"Uniform Agency Project Agreement" means the uniform agency project agreement dated as of June 1, 2026 by and between the Agency and the Company, pursuant to which the Agency has agreed to

grant certain Financial Assistance to the Company, subject to certain conditions, as such agreement may be amended or supplemented from time to time.

EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Amazon.com Services LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, constructed and installed by Amazon.com Services LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

MONTGOMERY COUNTY

MONTGOMERY COUNTY – STATE OF NEW YORK

BRITTANY L. KOLBE, COUNTY CLERK
P O BOX 1500, FONDA, NY 12068

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH

INSTRUMENT #: 2026-2573

Receipt#: 2026454633
Clerk: SR
Rec Date: 07/06/2026 01:11:48 PM
Doc Grp: RP
Descrip: MEMORANDUM OF LEASE WITH A TP
Num Pgs: 11
Rec'd Frm: HODGSON RUSS LLP

Party1: AMAZON COM SERVICES LLC
Party2: MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Town: FLORIDA

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	100.00

Transfer Tax

Transfer Tax	0.00
Sub Total:	0.00
Total:	100.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 1617
Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Montgomery County Clerk's Office

Brittany L. Kolbe
Montgomery County Clerk

THIS IS NOT AN INVOICE

Record and Return To:

HODGSON RUSS LLP
677 BROADWAY SUITE 401
ALBANY NY 12207
ATTN SHANNON WAGNER

CLOSING ITEM NO.: A-2

AMAZON.COM SERVICES LLC,
AS LANDLORD

AND

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY,
AS TENANT

MEMORANDUM OF UNDERLYING LEASE

DATED AS OF JUNE 1, 2026

RELATING TO A LEASEHOLD INTEREST HELD BY THE LANDLORD IN A CERTAIN PARCEL OF LAND LOCATED APPROXIMATELY 1.5 MILES WEST OF INTERCHANGE 27 ON THE SOUTH SIDE OF NEW YORK STATE ROUTE 5S AND BETWEEN NEW YORK STATE ROUTE 5S AND THE NEW YORK STATE THRUWAY (I-90) (TAX MAP NO. 54.-1-36) IN THE TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK.

THIS DOCUMENT IS INTENDED TO BE RECORDED IN LIEU OF THE WITHIN-DESCRIBED UNDERLYING LEASE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 291-c OF THE NEW YORK REAL PROPERTY LAW.

MEMORANDUM OF UNDERLYING LEASE

The undersigned, AMAZON.COM SERVICES LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington, as landlord (referred to in the hereinafter described Underlying Lease as the "Company") and MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, as tenant (referred to in the hereinafter described Underlying Lease as the "Agency") have entered into a certain lease to agency dated as of June 1, 2026 the "Underlying Lease".

The Underlying Lease covers a parcel of land (the "Land") located containing approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described on Exhibit A attached hereto and made a part hereof, together with any improvements now or hereafter located on the Land, including the Facility (as defined in the Underlying Lease) and the Equipment (as defined in the Underlying Lease), as said Equipment is more particularly described on Exhibit B attached hereto, now or hereafter located on or within the Land or dedicated to the Project, and all personal property acquired, installed, used or consumed in connection with the acquisition, construction, installation and equipment of the Project Facility (the Land and all of said improvements being sometimes collectively referred to as the "Premises").

The Underlying Lease provides for the rental of the Premises for a term (the "Term") commencing as of June 1, 2026 and expiring on the earlier to occur of (A) the Lease Termination Date (as defined in the hereinafter defined Lease Agreement) or (B) so long as neither the term of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, the termination of the Lease Agreement. The Underlying Lease obligates the Agency, among other things, to pay rent of $1.00 for the Term.

Pursuant to the Lease Agreement, the Company as agent of the Agency has agreed to improve the Premises by constructing certain improvements thereto and acquiring and installing certain personal property thereon and therein (collectively with the Premises, the "Project Facility"). The Lease Agreement grants to the Company various rights to purchase the Project Facility. Upon any such purchase of the Project Facility, the Agency shall surrender and deliver the Premises and all improvements located thereon to the Company. The Lease Agreement (or a memorandum thereof) is intended to be recorded in the Montgomery County Clerk's Office immediately subsequent to the recording of this Memorandum of Underlying Lease.

Notwithstanding the lease of the Project Facility by the Agency to the Company pursuant to the Lease Agreement, during the term of the Underlying Lease, there shall be no merger of the Underlying Lease nor of the leasehold estate created by the Underlying Lease with the fee estate in the Premises or any part thereof by reason of the fact that the same person or entity may acquire, own or hold the Underlying Lease or the leasehold estate created thereunder and the fee estate in the Premises.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Underlying Lease to be executed in their respective names, by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Underlying Lease to be executed in their respective names, by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 1, 2027

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole Fraser
Notary Public



EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Amazon.com Services LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, constructed and installed by Amazon.com Services LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

TP-584 (6/25)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor

☐ Individual
☐ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☒ Multi-member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*: AMAZON.COM SERVICES LLC

Social Security number (SSN):

Mailing address: 410 TERRY AVENUE NORTH

SSN:

City	State	ZIP code
SEATTLE	WASHINGTON	98109

Employer Identification Number (EIN): 82-0544687

Single member's name if grantor is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Grantee/Transferee

☐ Individual
☐ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Multi-member LLC
☒ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)*: MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

SSN:

Mailing address: 113 PARK DRIVE

SSN:

City	State	ZIP code
FULTONVILLE	NEW YORK	12072

EIN: 52-1283539

Single member's name if grantee is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
54.-1-36	272600	1.5 MILES WEST OF INTERCHANGE 27 ON SOUTH SIDE OF NYS ROUTE 5S AND BETWEEN NYS ROUTE 5S AND NYS THRUWAY (I-90)	TOWN OF FLORIDA	MONTGOMERY

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☒ Vacant land
5 ☐ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 06/ 26 /2026 (month / day / year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☒ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $ _____		
	Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an X in the* Exemption claimed *box, enter consideration and proceed to Part 3)* ☐ **Exemption claimed**	1.	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1; if you are claiming an exemption from additional tax, enter 0, mark an X in the* Exemption claimed *box and proceed to Part 3, item l.)* ☐ **Exemption claimed**	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed *(mark an X in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

l. Conveyance is for open space, parks, or historic preservation purposes to any not-for-profit tax-exempt corporation operated for conservation, environmental, parks, or historic preservation purposes (additional tax only) ..... l ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

AMAZON.COM SERVICES LLC	Authorized Officer	MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY	Authorized Officer
Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

AMAZON.COM SERVICES LLC		MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY	
Grantor signature	Authorized Officer Title	Grantee signature	Authorized Officer Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

CLOSING ITEM NO.: A-3

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

AMAZON.COM SERVICES LLC

LEASE AGREEMENT

DATED AS OF JUNE 1, 2026

RELATING TO A LEASEHOLD INTEREST HELD BY THE LANDLORD IN A CERTAIN PARCEL OF LAND LOCATED APPROXIMATELY 1.5 MILES WEST OF INTERCHANGE 27 ON THE SOUTH SIDE OF NEW YORK STATE ROUTE 5S AND BETWEEN NEW YORK STATE ROUTE 5S AND THE NEW YORK STATE THRUWAY (I-90) (TAX MAP NO. 54.-1-36) IN THE TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK.

THIS LEASE AGREEMENT CONSTITUTES A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW YORK.

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LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of June 1, 2026 (the "Lease Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington;

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in October, 2025, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the

meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. Pursuant to Section 859-a of the Act, the Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York, and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); and

WHEREAS, by further resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into this Lease Agreement and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of this Lease Agreement, the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project. This Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of

June 1, 2026 (the "Lease to Agency" or "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (2) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (3) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) various certificates relating to the Project (the "Closing Documents"); and

WHEREAS, the providing of the Project Facility and the lease of the Project Facility to the Company pursuant to this Lease Agreement is for a proper purpose, to wit, to advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State, pursuant to the provisions of the Act; and

WHEREAS, all things necessary to constitute this Lease Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Lease Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. All of the capitalized terms used in this Lease Agreement and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof.

SECTION 1.2. INTERPRETATION. In this Lease Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Lease Agreement, refer to this Lease Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Lease Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Lease Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Lease Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES
AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Lease Agreement and the other Basic Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project will constitute a "project", as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Agency is a party.

(B) Neither the execution and delivery of this Lease Agreement or the other Basic Documents to which the Agency is a party, the consummation of the transactions contemplated hereby or thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Agency is a party will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

(C) Pursuant to the Basic Documents, the Agency will acquire a leasehold interest in the Land from the Company, will cause the Project Facility to be acquired, constructed, installed and equipped and will lease the Project Facility to the Company pursuant to this Lease Agreement, all for the purpose of advancing the job opportunities, health, general prosperity and economic welfare of the people of the State and improving their standard of living.

(D) Except as provided in Article IX and Article X hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all Liens or encumbrances, except for the Permitted Encumbrances and as contemplated or allowed by the terms of this Lease Agreement and the other Basic Documents.

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State of New York and all other jurisdictions in which its operations or ownership of Properties so require, and has the power to enter into this Lease Agreement and the other Basic Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its members, the Company has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Company is a party.

(B) Except as has been heretofore disclosed to the Agency, neither the execution and delivery of this Lease Agreement or the other Basic Documents to which the Company is a party, the consummation

of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's Articles of Organization and Operating Agreement or any other restriction, order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its Property is bound, or (2) constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any Property of the Company under the terms of any such instrument or agreement, other than the Permitted Encumbrances, or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York.

(D) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project, and accordingly the Project is not prohibited by the provisions of Section 862(2)(a) of the Act, and accordingly the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act.

(E) The Basic Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(F) The Project Facility is, and so long as this Lease Agreement shall remain in effect, the Project Facility will continue to be a "project", as such quoted term is defined in the Act, and the Company will not take any action (or omit to take any action required by the Basic Documents or which the Agency advises the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (1) cause the Project Facility not to constitute a "project", as such quoted term is defined in the Act, or (2) cause the Financial Assistance to be applied in a manner contrary to that provided in the Basic Documents.

(G) The Project Facility and the operation thereof will comply with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith. The Company shall cause all notices as required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith.

(H) The Project will not have a "significant impact on the environment" (within the meaning of such term as used in SEQRA), and the Company hereby covenants to comply with all mitigation measures, requirements and conditions, if any, enumerated in the Negative Declaration under SEQRA (and any other environmental determinations issued under SEQRA by any other Governmental Authority) applicable to the acquisition, construction, and installation of the Project Facility and in any other approvals issued by any other Governmental Authority with respect to the Project and/or the Project Facility. No material changes with respect to any aspect of the Project Facility have arisen from the date of the issuance

of the Negative Declaration which would cause the determinations of the Planning Board contained therein to be untrue.

(I) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company as agent of the Agency must annually file, or cause to be filed, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

(J) The Company acknowledges receipt of notice of Section 858-b of the Act, which requires that the Company list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)). The Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(K) The Company acknowledges receipt of notice of Section 874(9) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company must file, or cause to be filed, within thirty (30) days of the date the Company is appointed the agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

ARTICLE III

CONVEYANCE AND USE OF
PROJECT FACILITY

SECTION 3.1. CONVEYANCE TO THE AGENCY. (A) Pursuant to the Underlying Lease, the Company has or will convey, or will cause to be conveyed, to the Agency a leasehold interest in the Project Facility and all personal property acquired, installed, used or consumed in connection with the acquisition, construction, installation and equipment thereof. The Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest title in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons. The Company shall, however, be entitled to physical possession and control of the Project Facility and shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

(B) The Company hereby represents and warrants that it has good and marketable title to the portions of the Project Facility that exist on the Closing Date, free and clear from all Liens except for Permitted Encumbrances, and agrees that the Company will defend, indemnify and hold the Agency harmless from any expense or liability due to any defect in title thereto. The Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest title in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons. The Company also agrees to pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a Lien affecting the Project Facility, except for Permitted Encumbrances.

SECTION 3.2. USE OF PROJECT FACILITY. Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Basic Documents or the Act, provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project Facility into disrepute as a public project; provided, however, that the Project Facility will not be used (1) as facilities used or to be used primarily for sectarian instruction or as a place of religious worship or (2) primarily as in connection with any part of a program of a school or department of divinity for any religious denomination; provided, further, however, that at no time shall any such use of the Project Facility be other than as warehousing space and uses related thereto, without the written consent of the Agency.

SECTION 3.3. HAZARDOUS MATERIALS. (A) Except as disclosed in any environmental assessment report submitted to the Agency by the Company, the Company represents, warrants and covenants to its actual, present knowledge without any duty of inquiry, that the Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and, to the best of the Company's knowledge, no prior owner of the Project Facility or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

(B) The Company shall keep or cause the Project Facility to be kept free of all Hazardous Materials. Without limiting the foregoing, the Company shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Applicable Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company, or any

tenant or subtenant of the Company, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(C) The Company shall comply with, and ensure compliance by all tenants and subtenants of the Company with, all Applicable Laws regarding Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants of the Company obtain and comply with, any and all approvals, registrations or permits required thereunder.

(D) The Company shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Material on, from or affecting the Project Facility (a) in accordance with all Applicable Laws, (b) to the reasonable satisfaction of the Agency, and (c) in accordance with the orders and directives of all federal, state and local governmental authorities and (2) defend, indemnify, and hold harmless the Agency and its employees, agents, officers and members from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the unlawful presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, the presence of which would constitute a violation of any Applicable Laws (c) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, the presence of which would constitute a violation of any Applicable Laws, and/or (d) any violations of Applicable Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Costs under this subsection (D) will be repaid immediately with interest at the Default Interest Rate or the maximum permitted by law, whichever is less.

(E) Intentionally Omitted.

(F) In the event the Agency, in its reasonable discretion, obtains any credible evidence or information which suggests that potential environmental conditions may exist at the Project Facility that are not in compliance with all Applicable Laws, the Agency shall notify the Company thereof and, in coordination with the Company, may require that a full or supplemental environmental investigation and environmental assessment report (including a Phase II environmental investigation) with respect to the Project Facility of a scope and level of detail satisfactory to the Agency to be prepared by an environmental engineer or other qualified person acceptable to the Agency, at the Company's expense. Said investigation may include a physical inspection of the Project Facility, a visual inspection of any property adjacent to or within the immediate vicinity of the Project Facility, personnel interviews and a review of all environmental permits. If the investigation report contains a recommendation for, and if the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Materials in the soil, subsoil, soil vapor, bedrock, surface water and/or groundwater. If the investigations indicate the presence of any Hazardous Materials or a Release or the threat of a Release of any Hazardous Substance on, at or from the Project Facility, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, and other remedial actions, using methods recommended by the engineer or other person who conducted the investigations and acceptable to the appropriate federal, state and local agencies or authorities.

SECTION 3.4. NON-MERGER. During the term of this Lease Agreement, there shall be no merger of this Lease Agreement nor of the leasehold estate created by this Lease Agreement with the fee estate in the Project Facility or any part thereof by reason of the fact that the same person, firm, corporation or other

entity may acquire or own or hold, directly or indirectly, (1) this Lease Agreement or the leasehold estate created by this Lease Agreement or any interest in this Lease Agreement or in any such leasehold estate and (2) the fee estate in the Project Facility or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Lease Agreement or the leasehold estate created by this Lease Agreement and (y) the fee estate in the Project Facility or any part thereof or any interest in such fee estate, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5. COMPLIANCE WITH UNDERLYING LEASE. (A) Notwithstanding the granting of the leasehold interest created by the Underlying Lease in the Project Facility to the Agency pursuant to the Underlying Lease, the Company agrees, in consideration of the undertakings of the Agency set forth herein, that the Company will be and remain solely liable under the Underlying Lease for the performance of all covenants, agreements, obligations and duties of the Agency as tenant under the Underlying Lease, including but not limited to the making of all rental and other payments thereunder, and the Company will perform all of the covenants, agreements and obligations of the Agency as tenant under the Underlying Lease, at no expense to the Agency, in consideration of the execution and delivery by the Agency of the Basic Documents.

(B) The Company shall, on behalf of the Agency, (1) pay all rents, additional rents and other sums required to be paid by the Agency as tenant under and pursuant to the provisions of the Underlying Lease and (2) diligently perform and observe all of the terms, covenants and conditions of the Underlying Lease on the part of the Agency, as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required in writing by the landlord under the Underlying Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Agency, as tenant, under the Underlying Lease.

ARTICLE IV

UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1. ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPMENT OF THE PROJECT FACILITY. (A) The Company shall, on behalf of the Agency, promptly acquire, construct, install and equip the Project Facility, or cause the acquisition, construction, installation and equipment of the Project Facility, all in accordance with the Plans and Specifications.

(B) No material change in the Plans and Specifications shall be made unless the Agency shall have consented thereto in writing (which consent of the Agency shall not be unreasonably withheld or delayed). For the purposes of this Section 4.1(B), a "material change" in the Project description shall be any change which, when taken together with any prior changes not consented to by the Agency that results in (i) a reduction in the size of the building constructed as part of the Project in excess of twenty percent (20%) or (ii) a fundamental change in the intended use of such building as a warehouse and distribution facility.

(C) A leasehold interest in all materials, equipment, machinery and other items of Property now owned or hereafter acquired by the Company and which are intended to be a part of the Project Facility shall vest in the Agency immediately upon execution of the Underlying Lease. A leasehold interest in all materials, equipment, machinery and other items of Property acquired by the Company subsequent to the Closing Date and intended to be incorporated or installed in and to become part of the Project Facility shall vest in the Agency immediately upon deposit on the Land or incorporation or installation in the Project Facility, whichever shall first occur. The Company shall execute, deliver and record or file all instruments necessary or appropriate to vest such interest in the above in the Agency and shall take all action necessary or appropriate to protect such interest against claims of any third Persons.

(D) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Company available therefor and advanced by the Company for such purpose pursuant to Section 4.1(H) hereof.

(E) The Agency hereby appoints the Company as its true and lawful agent, with the power to delegate such agency, upon prior written notice to the Agency, and approval thereof by the Agency, in whole or in part to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company may determine, as provided for within Section 8.12(E) hereof, to perform the following in compliance with the terms, purposes and intent of the Basic Documents, and the Company hereby accepts such appointment: (1) to acquire, construct, install and equip the Project Facility, (2) to make, execute, acknowledge and deliver, or to cause the making, execution, acknowledgement and delivery of, any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the acquisition, construction, installation and equipment of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Lease Agreement, (3) to pay all fees, costs and expenses incurred in the acquisition, construction, installation and equipment of the Project Facility from funds made available therefor in accordance with this Lease Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the acquisition,

construction, installation and equipment of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same.

(F) The Company has given or will give or cause to be given all notices and has complied or will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility, and the Company will defend, indemnify and save the Agency and its officers, members, agents, servants and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(G) To the extent required by Applicable Law, the Company, as agent of the Agency, will cause (1) compliance with the requirements of Article 8 of the New York Labor Law, including, without limitation, Section 224-a thereof, and (2) any contractor, subcontractor and other person involved in the acquisition, construction, installation and equipment of the Project Facility to comply with Article 8 of the New York Labor Law, including, without limitation, Section 224-a thereof. The covenant in this subsection is not intended as a representation that Article 8 of the New York Labor Law, including, without limitation, Section 224-a thereof applies to the Project.

(H) The Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith. The Agency's leasehold interest in any portions of the Project Facility acquired, constructed, installed and equipped at the Company's cost shall immediately upon such acquisition, construction, installation and equipment vest in the Agency. The Company shall execute, deliver and record or file such instruments as the Agency may request in order to perfect or protect the Agency's leasehold interest to such portions of the Project Facility.

(I) No payment by the Company pursuant to this Section 4.1 shall entitle the Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by the Company under this Lease Agreement.

SECTION 4.2. COMPLETION OF THE PROJECT FACILITY. The Company will proceed with due diligence to commence and complete the acquisition, construction, installation and equipment of the Project Facility. Completion of the same shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (A) the date of such completion, (B) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (C) that the acquisition, construction, installation and equipment of the Project Facility has been completed, with the exception of ordinary punchlist items and work awaiting seasonal opportunity, (D) that the Company or the Agency has good and valid interests in all Property constituting a portion of the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Project Facility is ready for occupancy, use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (1) that it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being, (2) that it is given only for the purposes of this Section 4.2, and (3) that no Person other than the Agency may benefit therefrom. Such certificate shall be accompanied by a certificate of occupancy, or a letter from the local Governmental Authority stating that no certificate of occupancy is required, and any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes.

SECTION 4.3. REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a breach or an event of default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, construction, installation and equipment of the Project Facility or in the event of a breach of warranty or

other liability with respect to any materials, workmanship or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Company may, in its own name or, with the prior written consent of the Agency, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Company or on behalf of the Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used to the extent necessary to complete the Project Facility, and thereafter be paid to the Company for its own use. The Company shall advise the Agency of any actions or proceedings taken hereunder.

ARTICLE V

DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE

SECTION 5.1. LEASE OF THE PROJECT FACILITY. In consideration of the Company's covenant herein to make rental payments hereunder, and in consideration of the other covenants of the Company contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby agrees to lease to the Company, and the Company hereby agrees to rent and lease from the Agency, the Agency's interest in the Project Facility, subject only to Permitted Encumbrances. The obligation of the Agency under this Section 5.1 to lease the Project Facility to the Company shall be subject to there being no Event of Default existing hereunder, or any other event which would, but for the passage of time, be such an Event of Default.

SECTION 5.2. DURATION OF THE LEASE TERM; QUIET ENJOYMENT. (A) The Agency shall deliver to the Company possession of the Project Facility, and the leasehold estate created hereby shall commence, on the Closing Date, and the Company shall accept possession of the Project Facility on the Closing Date.

(B) Except as otherwise provided in Article X hereof, the leasehold estate created hereby shall terminate on the earlier to occur of (1) the Lease Termination Date or (2) the date that this Lease Agreement shall terminate pursuant to Article X or Article XI hereof.

(C) The Agency shall take no action, other than pursuant to Article X of this Lease Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Facility during the term of this Lease Agreement and will, at the request of the Company and at the Company's expense, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project Facility.

SECTION 5.3. RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE. (A) The Company shall pay (1) basic rental payments for the Project Facility as follows: on or prior to the date of execution and delivery of this Lease Agreement, $4,000,000 as payment of the one-time Agency fee; and (2) the reasonable fees and expenses of general counsel and special counsel to the Agency relating to the Project.

(B) Within thirty (30) days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the sum of the reasonable expenses of the Agency and the officers, members, agents and employees thereof incurred by reason of the Agency's ownership, leasing or sale of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease Agreement or any of the other Basic Documents, and any other fee or expense of the Agency with respect to the Project Facility, the leasing or sale of the Project Facility to the Company, or any of the other Basic Documents, the payment of which is not otherwise provided for under this Lease Agreement.

(C) The Company agrees to make the above-mentioned payments, without any further notice, by check or wire transfer, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 5.3 within ten (10) days of the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less, from the date on which such payment was due until the date on which such payment is made.

SECTION 5.4. NATURE OF OBLIGATIONS OF THE COMPANY HEREUNDER. (A) The obligations of the Company to make the payments required by this Lease Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Company may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Lease Agreement, or terminate this Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of title to or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Lease Agreement.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Lease Agreement, and, in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.10 hereof); provided, however, that the Company shall look solely to the Agency's estate and interest in the Project Facility for the satisfaction of any right or remedy of the Company for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Company) or employees of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Company's remedies under or with respect to this Lease Agreement, the relationship of the Agency and the Company hereunder or the Company's use and occupancy of or purchase of or title to the Project Facility, or any other liability of the Agency to the Company.

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1. MAINTENANCE OF AND MODIFICATIONS TO THE PROJECT FACILITY. (A) During the term of this Lease Agreement, the Company shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), and (3) operate the Project Facility in a sound and economic manner.

(B) The Company shall not make any structural additions, modifications or improvements to the Project Facility or any part thereof unless:

(1) the Company shall (a) give or cause to be given all notices and comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on such addition, modification or improvement to the Project Facility, or a part thereof, (b) defend and save the Agency and its officers, members, agents (other than the Company) and employees harmless from all fines and penalties due to failure to comply therewith, (c) promptly procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(B) and (d) make all payments in lieu of taxes required by Section 6.6 hereof and the Payment in Lieu of Tax Agreement, including those required by Section 2.03(D) thereof;

(2) the addition, modification or improvement to the Project Facility shall not constitute a default under any of the Basic Documents; and

(3) the Company shall furnish to the Agency, at least thirty (30) days prior to commencing such addition, modification or improvement to the Project Facility detailed plans and specifications therefor; provided, further, however, that such plans need not be furnished to the Agency for nonstructural additions, modifications or improvements to the Project Facility which do not exceed, at any one time, $250,000 in value.

SECTION 6.2. TAXES, ASSESSMENTS AND UTILITY CHARGES. (A) The Company shall pay or cause to be paid, as the same respectively become due, (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, (3) all assessments and charges of any kind whatsoever lawfully made with respect to the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease Agreement and (4) all payments in lieu of taxes with respect to the Project Facility payable pursuant to the Payment in Lieu of Tax Agreement and Section 6.6 hereof.

(B) Notwithstanding the provisions of subsection (A) of this Section 6.2, the Company may in good faith actively contest any such taxes, assessments and other charges, provided that the Company (1) first shall have notified the Agency in writing of such contest and (2) is not in default under any of the Basic Documents. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 6.3. INSURANCE REQUIRED. During the term of this Lease Agreement, the Company shall maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(A) (1) During and prior to completion of the Project Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition, construction, installation and equipment of the Project Facility, issued to the Company and the Agency, as insureds, as their interests may appear, and (2) at such time that builder's risk insurance is no longer available by virtue of completion of the acquisition, construction, installation and equipment of the Project Facility, insurance protecting the interests of the Company and the Agency, as insureds, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount acceptable to the Company and the Agency.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility or who are responsible for the acquisition, construction, installation and equipment of the Project Facility.

(C) Insurance protecting the Company and the Agency, as additional insureds, against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Company under Section 8.2 of this Lease Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than $1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and $500,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Company and the Agency with a limit of not less than $5,000,000.

(D) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTEREST.

SECTION 6.4. ADDITIONAL PROVISIONS RESPECTING INSURANCE. (A) All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State and satisfactory and having a Best rating satisfactory to the Agency. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall name the Company and the Agency as insureds, as their interests may appear, and provide for at least thirty (30) days' written notice to the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date. The Company shall deliver to the Agency on or before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 6.3 and 6.4 hereof.

At least thirty (30) days prior to the expiration of any such policy, the Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Lease Agreement.

(B) All premiums with respect to the insurance required by Section 6.3 hereof shall be paid by the Company. If at any time the Agency is not in receipt of written evidence that all insurance required hereunder is in force and effect, the Agency shall have the right without notice to the Company to take such action as the Agency deems necessary to protect its interest in the Project Facility, including, without limitation, the obtaining of such insurance coverage as the Agency in its sole discretion deems appropriate, and all expenses incurred by the Agency in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Company to the Agency upon demand, together with interest thereon at the Default Interest Rate.

(C) Notwithstanding anything contained in this Lease Agreement to the contrary, but with the prior consent of the Agency, the Company may elect to self-insure some or all of the risks covered by the insurance that the Company is otherwise obligated to maintain under the terms of this Lease Agreement and, accordingly, not to maintain the policies that are otherwise required hereunder. All amounts paid or required to be paid and all losses or damages resulting from risks for which Company elects to self-insure will not limit any of the Company's indemnification obligations under this Lease Agreement. The Company's memorandum of insurance, a copy of which the Company has provided to the Agency, satisfies the obligations contained in Section 6.3 and Section 6.4 hereof.

SECTION 6.5. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Section 6.3(A) hereof shall be applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Section 6.3(B) and 6.3(C) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.6. PAYMENTS IN LIEU OF REAL ESTATE TAXES. (A) It is recognized that under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any of the Property acquired by it or under its jurisdiction, control or supervision or upon its activities. It is not the intention, however, of the parties hereto that the Project Facility be treated as exempt from real property taxation. Accordingly, the parties hereto acknowledge that the Payment in Lieu of Tax Agreement is expected to be executed with respect to the Project Facility, and a Real Property Tax Exemption Form will be filed by the Agency with respect to the Project Facility once the Payment in Lieu of Tax Agreement is executed by the Agency and the Company. Once the Payment in Lieu of Tax Agreement is executed by the Agency and the Company, and thereafter until the expiration date of the Payment in Lieu of Tax Agreement, the Agency and the Company hereby agree that the Company (or any subsequent user of the Project Facility pursuant to this Lease Agreement) shall be required to make or cause to be made payments in lieu of real estate taxes in the amounts and in the manner set forth in the Payment in Lieu of Tax Agreement.

(B) In the event that (1) the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, and (2) the Payment in Lieu of Tax Agreement shall not have been entered into by the Agency and the Company, or if entered into the Payment in Lieu of Tax Agreement shall for any reason no longer be in effect, the Agency and the Company hereby agree that the Company, or any subsequent user of the Project Facility under this Lease Agreement, shall in such event be required to make or cause to be made payments in lieu of real property taxes to the school district or school districts, city, town, county, village and other political units wherein the Project Facility is located having taxing powers (such political units are hereinafter collectively referred to as the "Taxing Entities") in such amounts as would result from real property taxes being levied on the Project Facility by the Taxing Entities if the Project Facility were

privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency, but with appropriate reductions similar to the tax exemptions and credits, if any, which would be afforded to the Company if it were the owner of the Project Facility. It is agreed that the Agency, in cooperation with the Company, (a) shall cause the Project Facility to be valued for purposes of determining the amounts due hereunder as if owned by the Company as aforesaid by the appropriate officer or officers of any of the Taxing Entities as may from time to time be charged with responsibility for making such valuations, (b) shall cause to be appropriately applied to the valuation or valuations so determined the respective real property tax rate or rates of the Taxing Entities that would be applicable to the Project Facility if so privately owned, (c) shall cause the appropriate officer or officers of the Taxing Entities charged with the duty of levying and collecting such real property taxes to submit to the Company, when the respective levies are made for purposes of such real property taxes upon Property privately owned as aforesaid, statements specifying the amounts and due dates of such real property taxes which the Taxing Entities would receive if such Property were so privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency, and (d) shall file with the appropriate officer or officers any accounts or tax returns furnished to the Agency by the Company for the purpose of such filing.

(C) The Company shall pay or cause to be paid to the Taxing Entities when due all such payments in lieu of real property taxes with respect to the Project Facility required by Section 6.6(B) of this Lease Agreement to be paid to the Taxing Entities, subject in each case to the Company's right to (1) obtain exemptions and credits, if any, which would be afforded to a private owner of the Project Facility, including any available exemption under Section 485-b of the New York Real Property Tax Law with respect to the Project Facility, (2) contest valuations of the Project Facility made for the purpose of determining such payments therefrom, and (3) seek to obtain a refund of any such payments made.

(D) Pursuant to Section 874(5) of the Act, if the Company shall fail to make or cause to be made any payments in lieu of real property taxes required under this Section 6.6, the amount or amounts so in default shall continue as an obligation of the Company until fully paid, and the Company hereby agrees to pay or cause to be paid the same, together with a late payment penalty equal to five percent (5%) of the amount due. If the Company shall fail to make any payment required by this Section 6.6 when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) an additional late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) the Default Interest Rate, or (b) the same rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. DAMAGE OR DESTRUCTION. (A) If the Project Facility shall be damaged or destroyed, in whole or in part:

(1) the Agency shall have no obligation to replace, repair, rebuild or restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is replaced, repaired, rebuilt or restored);

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (B) of this Section 7.1, (a) the Company shall promptly replace, repair, rebuild or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project", as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Company (from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Company are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, remaining on deposit with the Agency after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be paid to the Company for its own purposes.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, the Company shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) the amount necessary to prepay the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to prepay the Indebtedness in full, the Company shall pay to the Agency the difference between the Net Proceeds of such insurance and the amount necessary to prepay the Indebtedness in full.

(C) If all Indebtedness has been paid in full, all such Net Proceeds (or the balance thereof) shall be paid to the Company for its purposes.

(D) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Company may adjust all claims under any policies of insurance required by Section 6.3(A) hereof.

SECTION 7.2. CONDEMNATION. (A) To the knowledge of the Company, no condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. The Company shall notify the Agency of the institution of any condemnation proceedings and, within seven (7) days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(B) If title to, or the use of, all or any part of the Project Facility shall be taken by Condemnation:

(1) the Agency shall have no obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is restored);

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (C) of this Section 7.2, (a) the Company shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) as a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project" as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Company (from the Net Proceeds of any Condemnation award relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided by the Agency to the Company are not sufficient to pay in full the costs of such restoration, the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award, if any, remaining on deposit with the Agency after payment of all of the costs of such restoration shall be paid to the Company for its own purposes.

(C) Notwithstanding anything to the contrary contained in subsection (B) of this Section 7.2, the Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (B) of this Section 7.2, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to prepay all of the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all Condemnation awards are less than the amount necessary to prepay the Indebtedness in full, the Company shall pay to the Agency the difference between such amounts and the Net Proceeds of such Condemnation awards so that the Indebtedness shall be prepaid in full.

(D) If all of the Indebtedness has been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Company for its purposes.

(E) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Company shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may negotiate the settlement of any such proceeding. The Company shall notify the Agency of the institution of any condemnation proceedings and, within seven (7) days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(F) The Agency shall, at the expense of the Company, cooperate fully with the Company in the handling and conduct of any such Condemnation proceeding. In no event shall the Agency voluntarily settle, or consent to the settlement of, any such Condemnation proceeding without the written consent of the Company.

SECTION 7.3. ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Company's own money, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT TITLE TO THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

SECTION 8.2. HOLD HARMLESS PROVISIONS. (A) The Company hereby releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to, (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Lease Agreement or any of the other Basic Documents or the enforcement of or defense of validity of any provision of any of the Basic Documents, (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1(E) hereof, and (4) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the willful misconduct or gross negligence of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Company) or employees by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3(C) of this Lease Agreement, its liabilities assumed pursuant to this Section 8.2.

(D) Notwithstanding any other provisions of this Lease Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

SECTION 8.3. RIGHT OF ACCESS TO THE PROJECT FACILITY. The Agency and its duly authorized agents shall have the right at all reasonable times and upon at least ten (10) days advance written notice to the Company to inspect the Project Facility, provided, that any such entry shall be subject to the following conditions: (i) such entry shall be made in such manner as to not interfere with the Company's business; (ii) such entry shall be conducted only at a time mutually convenient to the parties, (iii) such entry shall not take place in the fourth calendar quarter of any year, (iv) the Agency shall be escorted at all times during such entry and shall comply with the Company's security programs and confidentiality requirements, and (v) if any such entry is prior to substantial completion of the Project Facility, the Agency shall comply with all applicable safety and other requirements reasonably imposed by the Company's general contractor. Notwithstanding the foregoing or any other provision of this Lease Agreement, the Company shall not be required to permit the inspection of or examination of, or discuss, any document, information or any other matter that (a) constitutes trade secrets or proprietary information, (b) in respect of which disclosure is prohibited by laws or any binding agreement, or (c) is subject to attorney-client privilege, employee privacy, or constitutes attorney-work product. The Agency shall also honor and comply with any restricted access policy of the Company relating to the Project Facility.

SECTION 8.4. COMPANY NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED. The Company agrees that, during the term of this Lease Agreement, it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, without notice to the Agency and obtaining the prior written consent of the Agency which consent shall not be unreasonably withheld or delayed; provided, however, that, if no Event of Default specified in Section 10.1 hereof shall have occurred and be continuing (and if no event exists which with the passage of time or notice or both would become an Event of Default), the Company may consolidate with or merge into another domestic entity organized and existing under the laws of one of the states of the United States, or permit one or more such domestic entities to consolidate with or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided that (A) the Agency has received notice of such action, (B) the Agency gives its written consent to the proposed transaction, which consent shall not be unreasonably withheld or delayed, (C) the surviving, resulting or transferee entity assumes in writing all of the obligations of and restrictions on the Company under this Lease Agreement and the other Basic Documents, and (D) as of the date of such transaction, the Agency shall be furnished with (1) an opinion of counsel to the Company as to compliance with item (C) of this Section 8.4 and (2) a certificate, dated the effective date of such transaction, signed by an Authorized Representative of the Company and an authorized officer of the surviving, resulting or transferee entity, as the case may be, or the transferee of its assets, as the case may be, to the effect that immediately after the consummation of the transaction and after giving effect thereto, no Event of Default exists under this Lease Agreement and no event exists which, with notice or lapse of time or both, would become such an Event of Default (unless waived by the Agency in writing).

SECTION 8.5. AGREEMENT TO PROVIDE INFORMATION. The Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Company, its finances as related to the construction of the Project Facility and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

SECTION 8.6. BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES. (A) The Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

(B) As soon as possible after the end of each fiscal year of the Company, but in any event within thirty (30) days after such date, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that no Event of Default hereunder has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto.

SECTION 8.7. COMPLIANCE WITH APPLICABLE LAWS. (A) The Company agrees, for the benefit of the Agency, that it will, during the term of this Lease Agreement, promptly comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Company may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Company (1) first shall have notified the Agency in writing of such contest, (2) is not in default under any of the Basic Documents, (3) shall have set aside adequate reserves for any such requirement, and (4) demonstrates to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B) of this Section 8.7, if the Agency or any of its members, officers, agents (other than the Company), servants or employees may be liable for prosecution for failure to comply therewith, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.8. DISCHARGE OF LIENS AND ENCUMBRANCES. The Company hereby agrees not to create or suffer to be created any Lien on any Properties of the Agency (other than the Project Facility) or on any funds of the Agency applicable to the Project Facility.

SECTION 8.9. PERFORMANCE OF THE COMPANY'S OBLIGATIONS. Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, without notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith, and the Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less.

SECTION 8.10. DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Company shall be entitled to all depreciation deductions and accelerated cost recovery

system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other state and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

SECTION 8.11. EMPLOYMENT OPPORTUNITIES. (A) The Company shall insure that all employees and applicants for employment opportunities created as a result of the completion of the Project are afforded equal employment opportunities without discrimination.

(B) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements, the Company agrees that except as otherwise provided by collective bargaining agreements where applicable, (1) to list all new employment opportunities created as a result of the Project with the New York State Department of Labor, Community Services Division ("NYSDOL") and with the administrative entity (collectively with NYSDOL, the "JTPA Referral Entities") of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)) and (2) where practicable, to first consider for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

(C) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, prior to the effective date of this Lease Agreement, an employment plan, in substantially the form attached hereto as Exhibit G.

(D) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, on an annual basis, reports regarding the number of people employed at the Project Facility and certain other matters, the initial said annual employment report to be in substantially the form annexed hereto as Exhibit H.

SECTION 8.12. SALES AND USE TAX EXEMPTION. (A) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales taxes and use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or warranties that any property is exempt from the payment of New York sales or use taxes. Any exemption from the payment of New York sales or use taxes resulting from the involvement of the Agency with the Project shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date. No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of New York sales or use tax. It is the intention of the parties hereto that the Company will receive a sales tax exemption letter with respect to the Project, said sales tax exemption letter to be issued on the date of the execution of this Lease Agreement and in a form similar to the form attached hereto as Exhibit I.

(B) Pursuant to Section 874(8) of the Act, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company agrees to annually file, or cause to be filed, and cause any sublessee or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Annual Sales Tax Report"), a statement of the value of all sales and use tax exemptions claimed by the Company and all contractors, subcontractors, consultants and other agents of the Company, including all Contractor Subagents and Subcontractor Subagents (as defined in Section 8.12(F) hereof) under the authority granted to the Company pursuant to Section 4.1(E) of this

Lease Agreement. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this subsection (B) the Company shall immediately cease to be the agent of the Agency in connection with the Project. A current sample form of such Annual Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit J. For future filings of the Annual Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Annual Sales Tax Report.

(C) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act.

(D) Pursuant to Section 874(9) of the Act, if the Company intends to claim any sales or use tax exemption by virtue of the Agency's involvement in the Project, the Company agrees to file, or cause to be filed, within thirty (30) days of the later of the Closing Date or of any appointment by the Agency of the Company, or its agents, subagents, contractors, subcontractors and subcontractors of such agents and subagents, as agent of the Agency for purposes of claiming any sales or use tax exemption, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), a statement identifying the Company, or its agents, subagents, contractors, subcontractors and subcontractors of such agents and subagents, as agent of the Agency, setting forth its taxpayer identification number, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease, which Thirty-Day Sales Tax Report the Agency will provide to the Company. A current sample form of such Thirty-Day Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit K. For future filings of the Thirty-Day Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Thirty-Day Sales Tax Report.

(E) The Company acknowledges, pursuant to Section 875(5) of the Act, the Thirty-Day Sales Tax Report may not be utilized as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (1) subject the Company or any user to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (2) be deemed to be under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company or any user is required to utilize a Form ST-123 (a form of which is attached to the Sales Tax Exemption Letter) to obtain the sales tax exemption.

(F) The Agency recognizes that the Company may exercise the functions of agent of the Agency pursuant to Section 4.1(E) of this Lease Agreement either directly or through a series of contractors, subcontractors or other third parties. In many cases, purchases made by such contractors, subcontractors or other third parties will be exempt from sales and use taxes imposed in New York State for one or more of the reasons set forth in Section 1116(a) of the Tax Law of the State of New York, as indicated in Form ST-120.1 promulgated by the New York State Department of Taxation and Finance. However, from time to time, the Company may desire (1) to appoint one or more of its contractors as subagent of the Company with respect to the Project (a "Contractor Subagent"), (2) to appoint, or cause to be appointed, one or more of the subcontractors or other third parties of a Contractor Subagent as subagent of the Company with respect to the Project (a "Subcontractor Subagent"), (3) to appoint, or cause to be appointed, one or more

of the subcontractors or other third parties of a Subcontractor Subagent as subagent of the Company with respect to the Project (a "Sub-Subcontractor Subagent" and together with a Subcontractor Subagent and a Contractor Subagent, a "Subagent") and (3) that each such Subagent be recognized by the New York State Department of Taxation and Finance as a subagent of the Agency. In this event, the Company may request that the Agency execute and file a Form ST-60 (IDA Appointment of Project Operator or Agent) (a "Subagent Thirty-Day Sales Tax Report") notifying the New York State Department of Taxation and Finance that the Company or the Contractor Subagent has appointed a Subagent to act as subagent of the Agency with respect to the Project.

The Agency will only comply with such request upon receipt by the Agency from the Company, or the Contractor (as defined herein), as may be deemed appropriate by the Agency, of the following:

(1) a duly executed indirect agent appointment agreement between the Company and/or the Contractor and the proposed additional Subagent (an example of which is attached hereto as Exhibit L) (each, an "Indirect Agent Agreement") including, among other things, the information required under paragraph (2) below;

(2) a completed (or amended) Subagent Thirty-Day Sales Tax Report with respect to such proposed Subagent, (i) containing a statement identifying such proposed Subagent as an indirect sub-agent of the Agency, (ii) containing the taxpayer identification number of such proposed Subagent, (iii) indicating that such proposed Subagent was appointed by the Company or the Contractor, as applicable, and not by the Agency, (iv) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Subagent as sub-agent of the Agency, (v) containing a rough estimate of the value of the goods and/or services which the Company or the Contractor, as applicable expects such proposed Subagent will purchase in its capacity as sub-agent of the Agency, (vi) containing the date when such designation of the proposed Subagent as sub-agent of the Agency is intended to become effective, and (vii) containing the date upon which such designation of the proposed Subagent as sub-agent of the Agency shall cease;

(3) a certificate executed by an Authorized Representative of the Company, to be delivered at Closing, acknowledging and agreeing to the Company's obligations pursuant to Section 8.2 of this Lease Agreement shall extend, apply to and include the actions and activities of any Subagents duly appointed by the Agency pursuant to this Section 8.12(E).

(4) a certificate executed by an Authorized Representative of the Company or the Contractor, as applicable, indicating that the Thirty-Day Sales Tax Report submitted by the Company to the Agency pursuant to Section 8.12(F)(2) above is correct in all respects;

(5) a certificate of insurance, complying with the requirements of Section 6.3 of this Lease Agreement, indicating that (i) the Subagent maintains insurance with respect to the Project Facility providing the coverage against the risks and for such amounts as are mandated by Section 6.3 of this Lease Agreement, or with respect the insurance require by Section 6.3(A)(1) of this Lease Agreement, the Company maintains such insurance naming the Subagent as additional insured and (ii) all policies evidencing such insurance (x) name the Subagent, as insured, and the Company and the Agency as additional insureds, as their interests may appear, and (y) provide for at least thirty (30) days' written notice to the Subagent, the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof; and

(6) such other information as the Agency may request, in its sole discretion.

If the Agency approves such request, the Agency will execute and deliver to the Company the Subagent Thirty-Day Sales Tax Report for such Subagent and shall file same with the New York State Department of Taxation and Finance. The Agency shall also simultaneously execute and deliver to the Company and the Subagent an appropriate sales tax exemption letter.

Notwithstanding anything to the contrary contained within this Section 8.12, the parties hereto understand and agree that the Company, BMG Albany LLC and Layton Construction Company, LLC (collectively with BMG Albany LLC, the "Contractor") have previously coordinated with the Agency under the terms and conditions of that certain interim agency and indemnification agreement by and between the Agency and the Company and dated as of January 1, 2026 (the "Interim Agreement") and pursuant thereto, Thirty-Day Sales Tax Reports have been submitted to the New York State Commissioner of Taxation and Finance appointing the Company and the Contractor as agents of the Agency with respect to the Project, said appointments to expire on June 30, 2026. The parties hereto agree that the Agency shall file amended Thirty-Day Sales Tax Reports with the New York State Commissioner of Taxation and Finance for the Company, the Contractor and any other Subagents (if applicable) upon execution and delivery of this Lease Agreement to extend the term of appointment to ensure said appointments do not otherwise expire.

SECTION 8.13. IDENTIFICATION OF THE EQUIPMENT. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records.

ARTICLE IX

ASSIGNMENTS; MERGER OF THE AGENCY

SECTION 9.1. ASSIGNMENT OF THE LEASE AGREEMENT. Except as otherwise provided in Section 8.4 hereof, this Lease Agreement may not be assigned by the Company, in whole or in part, without the prior written consent of the Agency.

SECTION 9.2. MERGER OF THE AGENCY. (A) Nothing contained in this Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease Agreement and other Basic Documents to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Lease Agreement shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company may reasonably request.

SECTION 9.3. SALE OR LEASE OF THE PROJECT FACILITY. (A) Except for subleases of portions of the Project Facility entered into by the Company in the ordinary course of business and in compliance with the terms of this Lease Agreement and the other Basic Documents and as otherwise provided herein, the Company may not sell, lease, transfer, convey or otherwise dispose of the Project Facility or any part thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, that the prior written consent of the Agency shall not be required when the Company proposes to sublease a portion of the Project Facility in the ordinary course of business and such sublease is consistent with Section 3.2 hereof and the provisions of Section 854(4) and Section 862(1) of the Act.

(B) Notwithstanding anything to the contrary contained in this Lease Agreement, in any instance after the Completion Date where the Company reasonably determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency, provided that such removal will not materially impair the value of the Project Facility as collateral and provided the same is forthwith replaced with similar items as determined to be necessary in the sole opinion of the Company. At the request of the Company, the Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Property free from the Liens of the Basic Documents. The Company shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of the Basic Documents any item of Property removed pursuant to this Section 9.3

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Lease Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to Section 5.3 or Section 6.6 hereof, and the continuance thereof for a period of ten (10) days after written notice thereof is given by the Agency to the Company.

(2) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Company in this Lease Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(3) The occurrence of an "Event of Default" under any other Basic Document.

(4) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

(5) The Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(6) The Company shall conceal, remove or permit to be concealed or removed any part of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof.

(7) (a) The filing by the Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute, (b) the failure by the Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder, (c) the commencement of a case under Title 11 of the United States Code against the Company as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days, (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company, or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(8) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance, and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) ay period and to prosecute the same with due diligence.

(9) The removal of the Project Facility, or any portion thereof, outside Montgomery County, New York, without the prior written consent of the Agency, other than in connection with a removal under Section 9.3(B) hereof.

(B) Notwithstanding the provisions of Section 10.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Agency within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B) an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 4.1(H), 5.3, 6.2 and 6.6 hereof, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 3.3 and 8.2 hereof and to comply with the provisions of Sections 2.2(G), 6.6, 8.2, 8.4, 8.5 and 8.7(C) hereof. The term "force majeure" as used herein shall include any event or occurrence that is not within the control of such party and prevents a party from performing its obligations under this Underlying Lease, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any public health crisis including, but not limited to, disease, pandemics (including without limitation, COVID-19), epidemics, quarantine; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency (including any partial or full government shut down) having jurisdiction over the party hereto, over the Project or over a party's operations. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lock-out and other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 10.2. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 hereof, and (b) all other payments due under this Lease Agreement or any of the other Basic Documents; or

(2) terminate this Lease Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility. The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the recording by the Agency of the

Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title; or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Lease Agreement.

(B) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligations to make all payments required by this Lease Agreement and the other Basic Documents.

(C) In the event that the Company fails to prepare at the request of the Agency the instruments described in Section 10.2(A)(2) hereof, the Company agrees that the Agency may prepare or cause to prepare such instruments. The Company hereby appoints the Agency as its true and lawful agent to execute, deliver and record all such instruments necessary to provide for the termination of this Lease Agreement and the conveyance to the Company all the Agency's right, title and interest in and to the Project Facility. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

SECTION 10.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease Agreement or any other Basic Document now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 10.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Lease Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 10.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS AND OBLIGATION TO PURCHASE

SECTION 11.1. EARLY TERMINATION OF THE LEASE AGREEMENT. The Company, or any authorized assignee thereof, shall have the option to terminate this Lease Agreement prior to the termination date specified in Section 5.2 hereof by filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section 11.1.

SECTION 11.2. OBLIGATION TO SELL AND PURCHASE THE PROJECT FACILITY. Contemporaneously with the termination of this Lease Agreement in accordance with Section 5.2 or Section 11.1 hereof, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to the Project Facility for a purchase price equal to the sum of One Dollar ($1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Lease Agreement and the other Basic Documents. The obligation of the Agency under this Section 11.2 to convey the Project Facility to the Company will be subject to there being no Event of Default existing hereunder or under the Payment in Lieu of Tax Agreement or under any other Basic Document, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

SECTION 11.3. CONVEYANCE ON PURCHASE OF THE PROJECT FACILITY. (A) At the closing of any purchase of the Project Facility pursuant to Section 11.2 hereof, the Agency shall, upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 hereof, as appropriate, deliver to the Company all necessary documents (1) to convey to the Company all the Agency's right, title and interest in and to the Property being purchased, as such property then exists, subject only to the following: (a) any Liens or title defects to which title to such Property was subject when conveyed to the Agency, (b) any Liens created at the request of the Company or to the creation of which the Company consented, (c) any Permitted Encumbrances, and (d) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease Agreement or arising out of an Event of Default; and (2) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance settlements or Condemnation awards with respect to the Project Facility (but not including amounts relating to the Unassigned Rights).

(B) The termination of the Agency's leasehold interest in the Project Facility created pursuant to the Lease to Agency shall be effected by the execution and delivery by the Agency to the Company of the Termination of Lease to Agency (an unexecuted copy of which is attached hereto as Exhibit C and by this reference made a part hereof). The sale and conveyance of the Agency's right, title and interest in and to the Equipment shall be effected by the execution and delivery by the Agency to the Company of the Bill of Sale to Company (an unexecuted copy of which is attached hereto as Exhibit D and by this reference made a part hereof). The termination of this Lease Agreement shall be effected by the execution and delivery of the Company and the Agency of the Termination of Lease Agreement (an unexecuted copy of which is attached hereto as Exhibit E and by this reference made a part hereof). The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfers of title.

(C) The Company agrees to prepare the Termination of Lease to Agency and/or the Bill of Sale to Company and/or the Termination of Lease Agreement and all schedules thereto, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that the Project Facility or any portion thereof is to be conveyed to the Company.

(D) The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from the transfers contemplated by this Section 11.3.

(E) This Lease Agreement shall survive the transfer of the Project Facility to the Company pursuant to this Section 11.3 and shall remain in full force and effect until all of the Indebtedness shall have been paid in full, and thereafter the obligations of the Company shall survive as set forth in Section 12.8 hereof.

(F) Upon the payment in full of all Indebtedness under or secured by this Lease Agreement, and notwithstanding the survival of certain obligations of the Company as described in Section 12.8 hereof, the Agency shall upon the request of the Company execute and deliver to the Company such documents as the Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Amazon.com Services, LLC
410 Terry Avenue North
Seattle, Washington 98121
Attention: Director, Economic Development
Facsimile: (206) 266-7010

AND

Amazon.com Services, Inc.
2121 7th Avenue
Seattle, Washington 98121
Attention: Economic Development Compliance
E-mail: economicdevelopment@amazon.com

AND

Amazon.com, Inc.
P.O. Box 81226
Seattle, Washington 98108-1226
Attention: General Counsel & Real Estate
Facsimile: (206) 266-7010

WITH A COPY TO:

Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York 14210
Attention: Robert G. Murray, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072
Attention: Chairperson

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: Christopher C. Canada, Esq.

(C) The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 12.2. BINDING EFFECT. This Lease Agreement shall inure to the benefit of the Agency and the Company and shall be binding upon the Agency, the Company and, as permitted by this Lease Agreement, their respective successors and assigns.

SECTION 12.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Lease Agreement.

SECTION 12.4. AMENDMENT. This Lease Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5. EXECUTION OF COUNTERPARTS. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.6. APPLICABLE LAW. This Lease Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 12.7. RECORDING AND FILING. The Lease to Agency (or a memorandum thereof) and this Lease Agreement (or a memorandum hereof) shall be recorded or filed, as the case may be, by the Agency (but at the sole cost and expense of the Company) in the office of the County Clerk of Montgomery County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

SECTION 12.8. SURVIVAL OF OBLIGATIONS. (A) The obligations of the Company to make the payments required by Sections 5.3 and 6.6 hereof and to provide the indemnity required by Sections 3.3 and 8.2 hereof shall survive the termination of this Lease Agreement (and as to the obligations with respect to the payments required by Section 5.3 and 6.6 hereof, such survival shall expire when the amounts due

and owning under Section 5.3 and 6.6 are paid in full), and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(B) The obligations of the Company to the Agency with respect to the Unassigned Rights shall survive the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees, relating thereto.

SECTION 12.9. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease Agreement.

SECTION 12.10. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

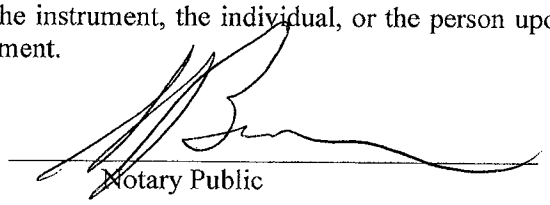
BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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.



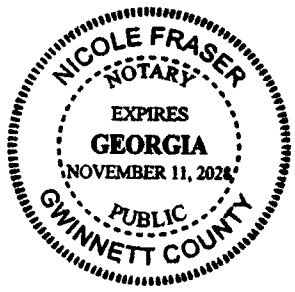
Notary Public

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 1, 2026

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicol Fraser
Notary Public



APPENDIX A

SCHEDULE OF DEFINITIONS

The following words and terms used in the attached document shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

"Act" means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 666 of the 1970 Laws of the State, constituting Section 895-d of the General Municipal Law of the State, as amended from time to time.

"Affected Tax Jurisdiction" shall have the meaning assigned to such term in Section 854(16) of the Act), which defines such term, in the context of the Project, to mean any village, town, city, county, and school district in which the Project Facility is located.

"Affected Tax Jurisdictions" means all Affected Tax Jurisdictions in which the Project Facility is located.

"Agency" means (A) Montgomery County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which Montgomery County Industrial Development Agency or its successors or assigns may be a party.

"Annual Sales Tax Report" means a New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)), indicating the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency pursuant to Section 4.1(E) of the Lease Agreement.

"Applicable Laws" means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

"Approving Resolution" means the resolution duly adopted by the Agency on November 13, 2025, authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Basic Documents to which the Agency is a party.

"Authorized Representative" means (A) with respect to the Agency, its Chairperson, Vice-Chairperson or Chief Executive Officer, or such other Person or Persons at the time designated to act on behalf of the Agency by written certificate furnished to the Company containing the specimen signature of each such Person and signed on behalf of the Agency by its Chairperson, Vice-Chairperson or Chief Executive Officer or such other person as may be authorized by resolution of the Agency to act on behalf

of the Agency, and (B) with respect to the Company, its chief executive officer or chief financial officer, or such other Person or Persons at the time designated to act on behalf of the Company by written certificate furnished to the Agency containing the specimen signature of each such Person and signed on behalf of the Company by its chief executive officer or chief financial officer, or such other person as may be authorized by the Members of the Company to act on behalf of the Company.

"Basic Documents" means the Underlying Lease, the Lease Agreement, the Uniform Agency Project Agreement, the Payment in Lieu of Tax Agreement, the Section 875 GML Recapture Agreement, and all other instruments and documents related thereto and executed in connection therewith, and any other instrument or document supplemental thereto, each as amended from time to time.

"Business Day" means a day on which banks located in the Town of Florida, Montgomery County, New York are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Certificate of Occupancy" means a certificate of occupancy (final, temporary, shell, conditional or otherwise) for the Facility issued by the applicable office of the Town of Florida certifying that the Facility constructed on the Land has been substantially completed; provided, however, in no event shall such date be later than December 31, 2028, without the prior written consent of the Agency.

"Closing" means the closing at which the Basic Documents are executed and delivered by the Company and the Agency.

"Closing Date" means the date of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

"Company" means Amazon.com Services LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its successors and assigns, to the extent permitted pursuant to Section 8.4 of the Lease Agreement.

"Completion Date" means the earlier to occur of (A) December 31, 2028 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

"Contractor" means, collectively, BMG Albany LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and Layton Construction Company, LLC, a limited liability company duly organized and existing under the laws of the State of Utah.

"Default Interest Rate" means a per annum rate of interest equal to twelve percent (12%) per annum, or the maximum rate of interest permitted by law, whichever is less.

"Equipment" means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired in connection with the completion of the Project prior to the Completion Date with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and such substitutions and replacements therefor as may be made from

time to time pursuant to the Lease Agreement, including without limitation, all the Property described in Exhibit B attached to the Lease Agreement.

"Event of Default" means, with respect to any particular Basic Document, any event specified as an Event of Default pursuant to the provisions thereof.

"Facility" means all buildings (or portions thereof), improvements, structures and other related facilities, and improvements thereto, (A) located on the Land, (B) financed with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and (C) not constituting a part of the Equipment, all as they may exist from time to time.

"Financial Assistance" shall have the meaning assigned to such term in the fifth recital clause to the Lease Agreement.

"Governmental Authority" means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, court, board, bureau or instrumentality of any of them.

"Gross Proceeds" means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

"Hazardous Materials" shall mean all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated byphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

"Indebtedness" means (1) the monetary obligations of the Company to the Agency and its members, officers, agents, servants and employees under the Lease Agreement and the other Basic Documents, (2) the monetary obligations of the Company to the Affected Tax Jurisdictions under the Payment in Lieu of Tax Agreement and the other Basic Documents, and (3) all interest accrued and accruing on any of the foregoing.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and not a full-time employee of the Company or the Agency.

"Independent Engineer" means an engineer or architect or firm of engineers or architects duly admitted to practice engineering or architecture in the state and not a full-time employee of the Company or the Agency.

"Land" means the interest(s) in real property leased to the Agency pursuant to the Underlying Lease, as more particularly described on Exhibit A attached to the Lease Agreement.

"Lease Agreement" means the lease agreement dated as of June 1, 2026 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has

leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Lease Termination Date" means the December 31 that is fifteen (15) years following the year in which the Certificate of Occupancy is issued. For illustrative purposes, if the Certificate of Occupancy is issued on or before December 1, 2027, the Lease Termination Date will be December 31, 2042.

"Lien" means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, a security agreement, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term "Lien" includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialmen's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes of the Basic Documents, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys' fees and expenses) incurred in obtaining such Gross Proceeds.

"Payment in Lieu of Tax Agreement" means the payment in lieu of tax agreement dated as of June 1, 2026 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

"Permitted Encumbrances" means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens, to the extent permitted by Section 8.8 of the Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of the Lease Agreement, (D) any Lien on the Project Facility obtained through any Basic Document, and (E) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed.

"Person" means an individual, partnership, corporation, trust, unincorporated organization or Governmental Authority.

"Plans and Specifications" means the description of the Project appearing in the fifth recital clause to the Lease Agreement.

"Project" shall have the meaning set forth in the fifth recital clause to the Lease Agreement.

"Project Facility" means, collectively, the Land, the Facility and the Equipment.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Real Property Tax Exemption Form" means a New York State Board of Real Property Services Form RP-412-a (Industrial Development Agencies - Application for Real Property Tax Exemption) relating to the Project Facility.

"Sales Tax Exemption Letter" shall have the meaning assigned to such term in Section 8.12 of the Lease Agreement.

"Section 875 GML Recapture Agreement" means the recapture agreement dated as of June 1, 2026 by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes constituting a part of the Financial Assistance relating to the Project, as said recapture agreement may be amended or supplemented from time to time.

"SEQRA" means Article Eight of the Environmental Conservation Law of the State and the statewide regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York.

"State" means the State of New York.

"Term" means the term of the Underlying Lease.

"Termination of Lease Agreement" means a termination of lease agreement by and between the Company, as tenant, and the Agency, as landlord, intended to evidence the termination of the lease agreement, substantially in the form attached as Exhibit E to the Lease Agreement.

"Termination of Lease to Agency" means the termination of the Lease to Agency from the Agency to the Company, evidencing termination of the Lease to Agency, substantially in the form attached as Exhibit C to the Lease Agreement, which termination is intended, upon certain terminations of the Lease Agreement, to terminate the leasehold interest of the Agency created pursuant to the Lease to Agency.

"Thirty-Day Sales Tax Report" means a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent) notifying the New York State Department of Taxation and Finance that the Agency has appointed the Company to act as agent of the Agency pursuant to Section 4.1(E) of the Lease Agreement.

"Unassigned Rights" means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E)(2), 4.1(F), 4.1(G), 5.2(A), 5.3(B), 5.4(B), 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.1, 9.3, 11.1, 12.4, 12.8 and 12.10 of the Lease Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 2.2(F), 3.3, 4.1, 5.3(B)(2), 5.3(C), 6.4(B), 8.2, 10.2 and 10.4 of the Lease Agreement, (C) the moneys due as payments in lieu of taxes pursuant to Section 6.6 of the Lease Agreement and the Payment in Lieu of Tax Agreement, (D) the payments due from the Company pursuant to the Section 875 GML Recapture Agreement, and (E) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

"Underlying Lease" or "Lease to Agency" means the lease to agency dated as of June 1, 2026 by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company has conveyed a leasehold interest in the Project Facility to the Agency, as said lease to agency may be amended or supplemented from time to time.

"Uniform Agency Project Agreement" means the uniform agency project agreement dated as of June 1, 2026 by and between the Agency and the Company, pursuant to which the Agency has agreed to

grant certain Financial Assistance to the Company, subject to certain conditions, as such agreement may be amended or supplemented from time to time.

EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Amazon.com Services LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, constructed and installed by Amazon.com Services LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT C

FORM OF TERMINATION OF LEASE TO AGENCY

THIS TERMINATION OF LEASE TO AGENCY (the "Termination of Lease to Agency") dated as of _____ __, ____, is made by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington.

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") pursuant to which the Agency was granted a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Land") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Land now or in the future; and

WHEREAS, pursuant to Section 11.3 of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") between the Company and the Agency, the Company and the Agency further agreed that the Lease to Agency would be terminated upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 of the Lease Agreement, as appropriate; and

WHEREAS, the Lease to Agency by and between the Agency and the Company was recorded on _____ __, _____ in the Montgomery County Clerk's Office in Book _____ of Deeds at Page _____ and Instrument Number _____; and

WHEREAS, the conditions set forth in Section 11.1 and Section 11.2 of the Lease Agreement, as appropriate, have been satisfied on or before the date hereof; and

WHEREAS, this termination may be executed in counterparts, it being understood that all such counterparts, taken together, shall constitute one and the same agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), receipt and sufficiency of which is acknowledged, it is hereby agreed that the Lease to Agency is terminated as of the dated date hereof, provided, however, that, as provided in Section 12.8 of the Lease Agreement, certain obligations of the Company shall survive the termination of the Lease Agreement, and the execution of this termination of lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Section 12.8 of the Lease Agreement.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Lease to Agency and this Termination of Lease to Agency.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Lease to Agency to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____, in the year _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, in the year 2026, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

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EXHIBIT D

FORM OF BILL OF SALE TO COMPANY

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York (the "Grantor"), for the consideration of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from AMAZON.COM SERVICES LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee, and its successors and assigns, all those materials, machinery, equipment, fixtures or furnishings which are described in Exhibit B attached hereto (the "Equipment") now owned or hereafter acquired by the Grantor, which Equipment is located on a parcel of land (the "Land") located approximately 137.35 acre parcel of land (the "Leased Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, which Land is more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below and dated as of the _____ day of _____, _____.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____, in the year _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

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2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
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THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
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THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances acquired, constructed, and/or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) by a duly appointed agent, acting in such capacity, of the Montgomery County Industrial Development Agency (the "Agency") in connection with the Amazon.com Services LLC Project (the "Project") of the Agency and located on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, constructed and installed by various agents of the Agency including Amazon.com Services LLC (the "Company") as agent of the Agency pursuant to: (A) an interim agency and indemnification agreement dated as of January 1, 2026, as amended, and (B) a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT E

FORM OF TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (the "Termination of Lease Agreement") dated as of _____ __, ____, is made by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington.

WITNESSETH:

WHEREAS, the Company, as tenant, and the Agency, as landlord, entered into a lease agreement dated as of June 1, 2026 (the "Lease Agreement") pursuant to which, among other things, the Agency leased the Project Facility (as defined in the Lease Agreement) to the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company and the Agency agreed that the Lease Agreement would terminate on the earlier to occur of (1) the Lease Termination Date or (2) the date of the Lease Agreement shall be terminated pursuant to Article X or Article XI of the Lease Agreement; and

WHEREAS, the Lease Agreement by and between the Agency and the Company was recorded on _____ __, _____ in the Montgomery County Clerk's Office in Book _____ of Deeds at Page _____ and Instrument Number _____; and

WHEREAS, the Company and the Agency now desires to evidence the termination of the Lease Agreement; and

WHEREAS, this termination may be executed in counterparts, it being understood that all such counterparts, taken together, shall constitute one and the same agreement.

NOW, THEREFORE, it is hereby agreed that the Lease Agreement has terminated as of the dated date hereof; provided, however, that, as provided in Section 12.8 of the Lease Agreement, certain obligations of the Company shall survive the termination of the Lease Agreement, and the execution of this termination of lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Section 12.8 of the Lease Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Lease Agreement to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____, in the year _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, in the year 2026, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G

INITIAL EMPLOYMENT PLAN

The initial employment plan is as described in the Application.

EXHIBIT H

FORM OF ANNUAL EMPLOYMENT REPORT

EMPLOYMENT PLAN STATUS REPORT

COMPANY NAME:_____

ADDRESS:_____

TYPE OF BUSINESS:_____

CONTACT PERSON:_____

TELEPHONE NUMBER:_____

Occupation	Number of New Jobs	Number Listed[1/]	Number Filled: Job Service Division Applicants	Number Filled: Job Training Partnership Act eligible persons

[1]With local Jobs Service Division and local service delivery office created pursuant to the Job Training Partnership Act.

EXHIBIT I

FORM OF SALES TAX EXEMPTION LETTER

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
113 Park Drive
Fultonville, New York 12072

May __, 2026

To Whom It May Concern:

Re: New York State Sales or Use Tax Exemption
Montgomery County Industrial Development Agency
Amazon.com Services LLC Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, as modified by TSB-M-14(1.1)S issued by the New York State Department of Taxation and Finance on February 12, 2014 (collectively, the "Policy Statement"), Amazon.com Services LLC (the "Company") has requested a letter from Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), containing the information required by the Policy Statement regarding the sales tax exemption with respect to the captioned project (the "Project") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Project Site").

The Company has applied to and been approved for financial assistance from the Agency in the matter of completion of the Project on the Project Site. The Project includes the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company. Please be advised that on or about June 26, 2026, the Agency executed and delivered the Lease Agreement, pursuant to which the Agency appointed the Company as agent of the Agency to acquire, construct and install the Project Facility.

Pursuant to the Lease Agreement, the Company, as agent of the Agency, is authorized to make purchases of materials to be incorporated in the Project and machinery and equipment constituting a part of the Project, and purchases or rentals of supplies, tools, equipment, or services necessary to acquire, construct, or install the Project as provided in the IDA Agent or Project Operator Exempt Purchase Certificate ("Form ST-123"), a current form of which is attached hereto as Exhibit A.

To ensure that the above purchases or rentals are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York, the vendor must identify the Project on each bill and invoice for such purchases and indicate on the bill or invoice that the Company as agent for the Agency was the purchaser (e.g., "Amazon.com Services LLC, as agent for Montgomery County Industrial Development Agency"). In addition, the following procedures should be observed:

1. The Company, as agent of the Agency, must complete Form ST-123 and provide same to vendor, with a copy to the Agency.

2. Each bill and invoice should identify the date of delivery and indicate the place of delivery.

3. Payment should be made by the Company acting as agent, directly to the vendor from a requisition from a special project fund of the payor.

4. Deliveries should be made to the Project Site, or under certain circumstances (such as where the materials require additional fabrication before installation on the Project Site or for storage to protect materials from theft or vandalism prior to installation at the Project Site) deliveries may be made to a site other than the Project Site, providing the ultimate delivery of the materials is made to the Project Site. Where delivery is made to a site other than the Project Site, the purchases should be billed or invoiced by the vendor to the Company as agent of the Agency, identify the date and place of delivery, the Agency's full name and address and the Project Site where the materials will ultimately be delivered for installation.

A contractor or subcontractor not appointed as agent or project operator of the Agency must present suppliers with Form ST-120.1, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16).

Pursuant to Section 874(8) of the Act, the Company, as agent of the Agency, must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency. The penalty for failure to file such a statement under Section 874(8) of the Act shall be the removal of authority to act as an agent for the Agency.

Pursuant to Section 874(9) of the Act, the Company, as agent of the Agency, must file within thirty (30) days of the date the Agency designates the Company as agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such manner as prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency.

Pursuant to Section 875(5) of the Act, the Company may not utilize the Thirty-Day Sales Tax Report as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (A) subject the Company to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (B) be deemed to be, under articles twenty-eight and thirty-seven of the New York State tax law,

the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company is required to utilize Form ST-123 to obtain the sales tax exemption.

This letter shall serve as proof of the existence of an agency contract between the Agency and the Company for the SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

It is hereby further certified that, under the Policy Statement, since the Agency is a public benefit corporation, neither the Agency nor the Company as its agent, is required to furnish an "Exempt Organization Certificate" in order to secure exemption from any sales or use tax for such items or services.

Under the Policy Statement, a copy of this letter received by any vendor or seller to the Company as agent for the Agency, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York State Tax Law Section 1132(c)(1), thereby relieving such vendor or seller from the obligation to collect sales and use tax on purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company.

THIS LETTER SHALL BE IN EFFECT UNTIL DECEMBER 31, 2028.

In the event you have any questions with respect to the above, please do not hesitate to call Kenneth F. Rose, Chief Executive Officer of the Agency, at 518-853-8834.

Very truly yours,

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Authorized Officer

EXHIBIT A

IDA AGENT OR PROJECT OPERATOR
EXEMPT PURCHASE CERTIFICATE

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

This certificate is not valid unless all entries have been completed.
Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel.*

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village State ZIP code	City, town, or village State ZIP code
	Agent or project operator sales tax ID number *(see instructions)*

Mark an **X** in one: ☐ Single-purchase certificate ☐ Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA		
Name of project	IDA project number *(use OSC number)*	
Street address of project site		
City, town, or village	State	ZIP code
Enter the date that you were appointed agent or project operator *(mm/dd/yy)* ..... / /	Enter the date that agent or project operator status ends *(mm/dd/yy)* ..... / /	

Exempt purchases

*(Mark an **X** in boxes that apply)*

☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project

☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative *(include title and relationship)*	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter ***N/A***.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

> Example 1: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.*
>
> Example 2: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in* Example 1. *Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.*

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

A. Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.

B. Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.

C. Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A $50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

EXHIBIT J

FORM OF ANNUAL SALES TAX REPORT



Department of Taxation and Finance

Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

ST-340
(1/18)

For period ending December 31, _____ *(enter year)*

Project information

Name of IDA agent/project operator		Employer identification number (EIN)
Street address		Telephone number ( )
City		State ZIP code
Name of IDA	Name of project	IDA project number
Street address of project site		
City		State ZIP code
Date project began	Completion date of project	Actual ☐ Expected ☐
Total sales and use tax exemptions (actual tax savings; **not** total purchases)		$

Representative information *(not required)*

Authorized representative, if any		Title
Street address		Telephone number ( )
City		State ZIP code

Certification

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative	Title of person signing
Signature	Date

If you do not annually file a complete report, **we may remove** your authority to act as an IDA agent/project operator.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Instructions

General information

Who must file

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person **directly** appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operators should **not** themselves file Form ST-340. However, the agent/project operators must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What you must report

The report must show the **total value** of all state and local **sales and use taxes exempted** during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you) obtained; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

Include only the **total combined** exemptions obtained by the above people. A breakdown of the total is not required. However, since the report must include the value of the exemptions they obtained, you must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available, so that you can comply with the annual reporting requirements.

Do not include on this report the amount of any sales and use tax exemptions from other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

When the report is due

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator: Enter your name, address, employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and address of the IDA. If more than one IDA is involved in a particular project, you must file a separate report for the tax exemptions attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address of the project site. If you are involved in more than one project, you must file a separate report for each project, even if authorized by the same IDA.

Date project began: Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Completion date of project: Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended, or the date the project is expected to be completed. Mark an ***X*** in the appropriate box to indicate if the date entered is actual or expected.

Total sales and use tax exemptions: Enter the total amount of New York State and local sales and use taxes exempted during the reporting period as a result of the project's receipt of IDA financial assistance *(if none, enter 0)*. This includes exemptions obtained at the time of purchase, as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do **not** enter total purchases.

Representative information

If applicable, enter the name, address, title (for example, attorney or accountant), and telephone number of the individual you authorize to submit this report. This section is not required.

Certification

Enter the name and title of the person signing on your behalf (for example, the IDA agent/project operator's officer, employee, or other authorized representative). Your officer, employee, or authorized representative must sign and date the report.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services.*

Need help?

Visit our website at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification.* See *Need help?* for the Web address and telephone number.

EXHIBIT K

FORM OF THIRTY-DAY SALES TAX REPORT

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
Street address			Telephone number ( )
City	State	ZIP code	Email address *(optional)*

Project operator or agent information

Name of IDA project operator or agent			Mark an *X* in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Street address			Telephone number ( )	Primary operator or agent? Yes ☐ No ☐
City	State	ZIP code	Email address (optional)	

Project information

Name of project			
Street address of project site			
City	State	ZIP code	Email address (optional)
Purpose of project			

Description of goods and services intended to be exempted from New York State and local sales and use taxes		
Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an *X* in the box if this is an extension to an original project: ☐
Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	Estimated value of New York State and local sales and use tax exemption provided:	

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title	
Signature	Date	Telephone number ( )

EXHIBIT L

FORM OF INDIRECT AGENT APPOINTMENT AGREEMENT

This INDIRECT AGENT APPOINTMENT AGREEMENT (this "Agreement") dated as of [_____] [__], [____] is by and between AMAZON.COM SERVICES LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington (the "Company") and [NAME OF CONTRACTOR] a [entity] organized and existing under the laws of the State of [_____] having an office for the transaction of business located at [_____] ("Contractor Subagent").

Background

WHEREAS, the Company and Contractor Subagent entered into that certain [DESCRIBE CONSTRUCTION OR OTHER APPLICABLE CONTRACT] dated as of [_____] [__], [____] (the "Contractor Subagent Agreement"); and

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") and the Company entered into (a) that certain Interim Agency and Indemnification Agreement dated as of January 1, 2026 (the "Interim Agency and Indemnification Agreement") and originally expiring on May 30, 2026; and (b) that certain Lease Agreement dated as of June 1, 2026 (the "Lease Agreement," and, collectively with the Interim Agency and Indemnification Agreement, the "Agency Documents"), pursuant to which the Agency appointed the Company as its true and lawful agent to, among other things, acquire, construct, install and equip the Project Facility, as defined in the Lease Agreement (hereinafter, the "Facility"); and

WHEREAS, by letter dated on or about May 30, 2026, the Agency extended the expiration date of the Interim Agency and Indemnification Agreement to the earlier of: (1) June 30, 2026, or (2) the date upon which the Company executes and delivers the Lease Agreement to the Agency (the "Agency Letter"); and

WHEREAS, pursuant to Section 3.1 and Section 5.6(E) of the Interim Agency and Indemnification Agreement and the Agency Letter, or Section 4.1(E) and Section 8.12 of the Lease Agreement, the Company is authorized to delegate its agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to appoint, or cause to be appointed, one or more of the subcontractors or other third parties of a contractor subagent as subagent of the Company with respect to undertaking the construction of the Facility; and

WHEREAS, the Company and Contractor Subagent desire to enter into this Agreement to provide for the appointment by the Company of Contractor Subagent as its agent for the purpose of performing the Contractor Subagent's work scope under the Contractor Subagent Agreement with respect to the acquisition, construction, installation or equipment of the Facility, so as to request the Agency to execute and deliver to Contractor Subagent a New York Department of Taxation and Finance Form ST-60 ("Form ST-60") relating to Contractor Subagent.

NOW THEREFORE, in consideration of the sum of Ten Dollars in hand paid and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Contractor Subagent hereby agree as follows:

1. Appointment. The Company hereby appoints Contractor Subagent as its true and lawful agent for the purpose of (a) performing the Contractor Subagent's work scope under the Contractor Subagent Agreement, and (b) purchasing, renting or hiring goods, materials, machinery, equipment, or

services, with respect to the acquisition, construction, installation or equipment of the Facility. Notwithstanding the foregoing and anything to the contrary contained herein:

(a) the appointment of Contractor Subagent as an agent of the Company solely relates to the Facility;

(b) the appointment of Contractor Subagent as an agent of the Company is only for the period that the Company is acting as agent of the Agency pursuant to Section 3.1 of the Interim Agency and Indemnification Agreement and Section 4.1 of the Lease Agreement;

(c) the Agency's liability for the obligations of the Company and, by virtue of the appointment set forth in Section 1 of this Agreement, Contractor Subagent, is limited as provided in Section 3.1 of the Interim Agency and Indemnification Agreement and Section 4.1 of the Lease Agreement, and the Agency is not otherwise liable in any way to the Company, Contractor Subagent or their respective laborers, contractors, subcontractors or materialmen;

(d) the Company's liability for the obligations of the Sub-Agent and its subcontractors, materialmen and suppliers is limited as provided in the Contractor Agreement and related subcontracts, and the Company is not otherwise liable in any way to the Sub-Agent or its employees, subcontractors, materialmen or suppliers. No other principal-agent relationship between the Company and Contractor Subagent beyond that created by this Agreement is intended or may be implied or inferred by this Agreement; and

(e) THIS AGREEMENT IS ENTERED INTO FOR THE SOLE PURPOSE OF PROVIDING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPMENT OF THE FACILITY ONLY.

2. Authority of Appointment. Notwithstanding anything to the contrary contained herein or in the Agency Documents, the appointment of the Sub-Subcontractor Subagent under the authority of the Interim Agency and Indemnification Agreement and Agency Letter shall continue under the authority of the Lease Agreement as if such authority was originally obtained under the Lease Agreement.

3. Contractor Subagent Reporting. Contractor Subagent must provide the Company annually with such information as is necessary to allow the Company to timely file an Annual Sales Tax Report (ST-340) with the New York State Department of Taxation and Finance, as required by Section 5.6 of the Interim Agency and Indemnification Agreement and Section 8.12 of the Lease Agreement.

4. Insurance. The appointment of Sub-Agent as an agent of the Company under Section 1 of this Agreement shall not be effective unless Sub-Agent has delivered to the Company and the Agency a certificate of insurance, complying with the requirements of Section 6.3 of the Lease Agreement, and indicating that:

(a) Contractor Subagent maintains insurance with respect to the Facility providing the coverage against the risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, and mandated by Section 6.3 of the Lease Agreement, including, but not necessarily limited to the following:

(i) To the extent applicable, during and prior to completion of the Facility, builder's risk (or equivalent coverage) insurance upon any work done or material

furnished in connection with the acquisition, construction, installation and equipment of the Facility, provided however, this requirement may be satisfied upon presentation by the Company to the Agency of a certificate of insurance naming the Contractor Subagent as additional insured;

(ii) To the extent applicable, at such time that builder's risk insurance is no longer available by virtue of the completion of the acquisition, construction, installation and equipment of the Facility, insurance against loss or damage to the Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement;

(iii) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which Contractor Subagent is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Contractor Subagent who are located at or assigned to the Facility or who are responsible for the acquisition, construction, installation and equipment of the Facility; and

(iv) Insurance protecting the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury or death or damage to the property of others caused by any accident or occurrence, with limits of not less than:

(aa) $1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom;

(bb) $500,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed on the Contractor Subagent by any applicable workers' compensation law; and

(cc) $5,000,000 under a separate umbrella liability policy protecting the Contractor Subagent, as insured, and the Company and the Agency as additional insureds; and

(b) all policies evidencing such insurance,

(i) name Contractor Subagent, the Company and the Agency as insureds, as their interests may appear; and

(ii) provide for at least thirty (30) days' written notice to Contractor Subagent, the Company, and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

The Company and Contractor Subagent acknowledge that receipt of the certificate of insurance is an express condition precedent to the delivery by the Agency of the Form ST-60 for the Contractor Subagent.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT

REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

6. Assignment. Contractor Subagent may not assign or delegate its rights or obligations hereunder without the prior written consent of the Agency. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

7. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution as to the parties hereto and may be used in lieu of the original Agreement signature pages for all purposes.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Company and Contractor Subagent have caused this Agreement to be executed as of the day and year first above written.

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

[NAME OF CONTRACTOR]

BY:_____
Authorized Officer

MONTGOMERY COUNTY

MONTGOMERY COUNTY – STATE OF NEW YORK

BRITTANY L. KOLBE, COUNTY CLERK
P O BOX 1500, FONDA, NY 12068

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH

INSTRUMENT #: 2026-2574

Receipt#: 2026454633
Clerk: SR
Rec Date: 07/06/2026 01:11:48 PM
Doc Grp: RP
Descrip: MEMORANDUM OF LEASE WITH A TP
Num Pgs: 11
Rec'd Frm: HODGSON RUSS LLP

Party1: MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Party2: AMAZON COM SERVICES LLC
Town: FLORIDA

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	100.00

Transfer Tax

Transfer Tax	0.00
Sub Total:	0.00
Total:	100.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 1618
Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Montgomery County Clerk's Office

Brittany L. Kolbe
Montgomery County Clerk

THIS IS NOT AN INVOICE

Record and Return To:

HODGSON RUSS LLP
677 BROADWAY SUITE 401
ALBANY NY 12207
ATTN SHANNON WAGNER

CLOSING ITEM NO.: A-4

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

AND

AMAZON.COM SERVICES LLC

MEMORANDUM OF LEASE AGREEMENT

DATED AS OF JUNE 1, 2026

THIS DOCUMENT IS INTENDED TO CONSTITUTE A MEMORANDUM OF LEASE OF REAL ESTATE, AND IS INTENDED TO BE RECORDED IN LIEU OF SUCH LEASE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 294 OF THE NEW YORK REAL PROPERTY LAW.

MEMORANDUM OF LEASE AGREEMENT

The undersigned, MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington, have entered into a certain lease agreement dated as of June 1, 2026 (the "Lease Agreement").

The Lease Agreement covers a leasehold interest affecting the real property (the "Land") described on Exhibit A attached hereto and made a part hereof, certain improvements on the Land (the "Facility"), and the machinery, equipment and other personal property described on Exhibit B attached hereto and made a part hereof (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to in the Lease Agreement as the "Project Facility").

The Lease Agreement provides for the lease of the Project Facility by the Agency to the Company for a term commencing on the date of execution and delivery of the Lease Agreement and terminating on the earlier to occur of (A) the Lease Termination Date (as defined in the Lease Agreement) or (B) the date that the Lease Agreement shall be terminated pursuant to Article X thereof (entitled "Events of Default and Remedies") or Article XI thereof (entitled "Options and Obligation to Purchase").

The Lease Agreement obligates the Company (A) to pay, on the date of execution and delivery of the Lease Agreement, a single lump sum basic rental payment equal to the Agency's administrative fee for the project which is the subject of the Lease Agreement (the "Project"), (B) throughout the term of the Lease Agreement, to provide indemnity to the Agency, (C) to make payments in lieu of taxes with respect to the Project Facility, and (D) to make certain other payments to the Agency.

Subject to the provisions of the Lease Agreement, the Lease Agreement (A) obligates the Company to acquire the Agency's interest in the Project Facility at the end of the lease term, or under certain circumstances upon the sooner termination of the Lease Agreement, and (B) grants to the Company the option, at any time the Company so elects, to purchase the Project Facility, in each case for a purchase price equal to the sum of One Dollar ($1.00) plus certain other amounts payable to the Agency pursuant to the Lease Agreement.

The Company, as tenant, is entitled to possession of the Project Facility from the date hereof. The Company, as tenant, has the right to enter into leases affecting all or a portion of the Project Facility as landlord, subject to the conditions set forth in the Lease Agreement.

The Company has granted the Agency a security interest in the Project Facility as security for the rental payments and all other obligations of the Company under the Lease Agreement.

The Lease Agreement is available for inspection during normal business hours at the office of the Agency, currently located as indicated above.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names by their duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names by their duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 1, 2026

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole Fraser
Notary Public

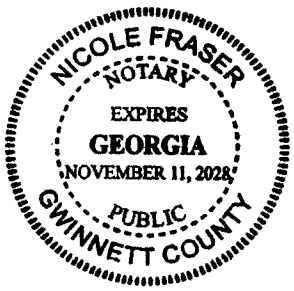


EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Amazon.com Services LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, constructed and installed by Amazon.com Services LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

TP-584 (6/25)

Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A – Information relating to conveyance

Grantor/Transferor

☐ Individual
☐ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☐ Multi-member LLC
☒ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantor)*: MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Social Security number (SSN):

Mailing address: 113 PARK DRIVE

SSN:

City	State	ZIP code
FULTONVILLE	NEW YORK	12072

Employer Identification Number (EIN): 52-1283539

Single member's name if grantor is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Grantee/Transferee

☐ Individual
☐ Corporation
☐ Partnership
☐ Estate/Trust
☐ Single member LLC
☒ Multi-member LLC
☐ Other

Name *(if individual, last, first, middle initial)* (☐ *mark an X if more than one grantee)*: AMAZON.COM SERVICES LLC

SSN:

Mailing address: 410 TERRY AVENUE NORTH

SSN:

City	State	ZIP code
SEATTLE	WASHINGTON	98109

EIN: 82-0544687

Single member's name if grantee is a single member LLC *(see instructions)*:

Single member EIN or SSN:

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
54.-1-36	272600	1.5 MILES WEST OF INTERCHANGE 27 ON SOUTH SIDE OF NYS ROUTE 5S AND BETWEEN NYS ROUTE 5S AND NYS THRUWAY (I-90)	TOWN OF FLORIDA	MONTGOMERY

Type of property conveyed *(mark an X in applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☒ Vacant land
5 ☐ Commercial/industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance: 06/26/2026 (month / day / year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(mark an X in all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☐ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part 3)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☒ Other *(describe)* LEASE AGREEMENT

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 $		
	Schedule B, Part 2 $		

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, mark an **X** in the* Exemption claimed *box, enter consideration and proceed to Part 3)* ☐ **Exemption claimed**	1.	
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0 00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part 1, line 1; if you are claiming an exemption from additional tax, enter **0**, mark an **X** in the* Exemption claimed *box and proceed to Part 3, item l.)* ☐ **Exemption claimed**	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part 3 – Explanation of exemption claimed *(mark an **X** in all boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) *(attach documents supporting such claim)* ..... k ☐

l. Conveyance is for open space, parks, or historic preservation purposes to any not-for-profit tax-exempt corporation operated for conservation, environmental, parks, or historic preservation purposes (additional tax only) ..... l ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY		AMAZON.COM SERVICES LLC	
Grantor signature	Authorized Officer Title	Grantee signature	Authorized Officer Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: *(mark an **X** in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d ☐ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY		AMAZON.COM SERVICES LLC	
_____	Authorized Officer	_____	Authorized Officer
Grantor signature	Title	Grantee signature	Title
_____	_____	_____	_____
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the ***NYS Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an *X* in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an ***X*** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

CLOSING ITEM NO.: A-5

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

AMAZON.COM SERVICES LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF JUNE 1, 2026

RELATING TO THE PREMISES LOCATED APPROXIMATELY 1.5 MILES WEST OF INTERCHANGE 27 ON THE SOUTH SIDE OF NEW YORK STATE ROUTE 5S AND BETWEEN NEW YORK STATE ROUTE 5S AND THE NEW YORK STATE THRUWAY (I-90) (TAX MAP NO. 54.-1-36) IN THE TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington;

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in October, 2025, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the

meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. Pursuant to Section 859-a of the Act, the Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York, and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); and

WHEREAS, by further resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of June 1, 2026 (the "Lease Agreement") and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of

June 1, 2026 (the "Lease to Agency" or "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) this Payment in Lieu of Tax Agreement by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (2) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (3) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) various certificates relating to the Project (the "Closing Documents"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), upon the filing by the Agency of the Real Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its Members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its Articles of Organization, Operating Agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not

conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or Operating Agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility by holding a leasehold interest therein, and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest in the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, in coordination with the Agency, promptly following acquisition by the Agency of the leasehold interest in the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees, in coordination with the Agency, to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall be entitled to challenge the Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land or the Improvements pursuant to the Lease to Agency.

(3) If the Company determines to challenge the Assessed Value of the Project Facility in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law, the Company agrees to provide written notice of such intention to file such challenge to the Agency, Montgomery County, the Town of Amsterdam and the Greater Amsterdam School District at least forty-five (45) days prior to any filing under Article 7 of the Real Property Tax Law.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if the Land was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Land determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if the Improvements were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02, by (b) the

tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency.

(4) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Improvements shall be an amount equal to the applicable percentage of the Normal Tax due each Taxing Entity with respect to the Improvements for such tax year, as shown in the following table:

Tax Year Commencing in Calendar Year	Percentage of Normal Tax Town/County	Percentage of Normal Tax School District
Construction	100%	100%
1	25%	25%
2	25%	25%
3	25%	25%
4	25%	25%
5	25%	25%
6	50%	50%
7	50%	50%
8	50%	50%
9	50%	50%
10	50%	50%
11	75%	75%
12	75%	75%
13	75%	75%
14	75%	75%
15	75%	75%
16 and thereafter	100%	100%

(5) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which any portion of the Project Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to Subsection (C)(2) hereof, **plus** (b) the amount due each Taxing Entity with respect to the Improvements for such tax year, as determined pursuant to Subsection (C)(4) hereof.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional

Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall be entitled to challenge the Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land or the Improvements pursuant to the Lease to Agency.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

(I) Certificate of Occupancy. Notwithstanding the estimated abatement schedule set forth in Section 2.02(C)(4) above, the Agency and the Company agree and acknowledge that Year 1 shall not begin unless and until the Company shall deliver to the Agency the Certificate of Occupancy; provided, however, that in no event shall Year 1 begin later than January 1, 2029, without the prior written consent of the Agency.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31 of the calendar year in which the last payment in lieu of tax is due, or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Amazon.com Services, LLC
410 Terry Avenue North
Seattle, Washington 98121
Attention: Director, Economic Development
Facsimile: (206) 266-7010

AND

Amazon.com Services, Inc.
2121 7th Avenue
Seattle, Washington 98121
Attention: Economic Development Compliance
E-mail: economicdevelopment@amazon.com

AND

Amazon.com, Inc.
P.O. Box 81226
Attention: General Counsel & Real Estate
Facsimile: (206) 266-7010

WITH A COPY TO:

Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York 14210
Attention: Robert G. Murray, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072
Attention: Chairperson

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: Christopher C. Canada, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax 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.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 3, 2026

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole Fraser
Notary Public



EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22

minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41 seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

CLOSING ITEM NO.: A-6

SECTION 875 GML RECAPTURE AGREEMENT
[Sales and Use Taxes]

THIS SECTION 875 GML RECAPTURE AGREEMENT (the "Recapture Agreement") dated as of June 1, 2026 is made by and between AMAZON.COM SERVICES LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware, having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington, for the benefit of MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York.

WITNESSETH:

WHEREAS, Title I of Article 18 A of the General Municipal Law of the State of New York, as amended (the "Act") was initially enacted into law by Chapter 1030 of the Laws of 1969 of the State of New York (the "State") and has been amended and supplemented from time to time by various laws enacted subsequent thereto; and

WHEREAS, the Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Act further authorizes each such industrial development agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to mortgage any or all of its facilities and to pledge the revenues and receipts from the leasing of its facilities; and

WHEREAS, the Company has proposed that the Agency undertake the following project (the "Project) for the benefit of the Company: (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and

warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; and

WHEREAS, the Company desires to obtain certain "financial assistance" as defined in the Act (the "Financial Assistance") from the Agency in connection with the Project Facility, said Financial Assistance to include but not be limited to exemption from certain state and local sales and use taxes; and

WHEREAS, in order to provide such financial assistance to the Company under the Act, the Agency requires, among other things, that the Company and the Agency enter into certain lease/leaseback documents and other associated agreements and certificates (collectively, the "Basic Documents"); and

WHEREAS, Section 875 of the Act, as added by the provisions of Chapter 59 of the Laws of 2013 of the State, requires, among other things, that (A) the Agency recover, recapture, receive, or otherwise obtain from an agent, project operator or other person or entity state sales and use exemptions benefits taken or purported to be taken by any such person to which the person is not entitled or which are in excess of the amounts authorized by the Act, (B) the Agency include within its resolutions and basic documents establishing any project or appointing an agent or project operator for any project the terms and conditions in Section 875 of the Act, and (C) every agent, project operator or other person or entity that shall enjoy state sales and use tax exemption benefits provided by the Agency agree to such terms as a condition precedent to receiving or benefiting from such state sales and use exemptions benefits; and

WHEREAS, in order to comply with the provisions of Section 875 of the Act and thus gain the benefits of such Financial Assistance from the Agency to the Company under the Act, the Company is willing to enter into this Recapture Agreement and to grant to the Agency certain security therefor as described herein;

NOW THEREFORE, in consideration of the grant of the Financial Assistance by the Agency with respect to the Project and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Company, the Company hereby represents, warrants, covenants and agrees with the Agency, as follows:

SECTION 1. DEFINITIONS. The following words and terms used in this Recapture Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

"Commissioner" means the Commissioner of Taxation and Finance of the State.

"Completion Date" shall have the meaning assigned to such term in the Basic Documents.

"State Sales and Use Tax" means any sales and compensating use taxes and fees imposed by Article 28 or Article 28-A of the Tax Law of the State, but excluding such taxes imposed in a city by Section 1107 or Section 1107 of such Article 28.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Basic Documents.

SECTION 2. REPRESENTATIONS AND WARRANTIES. (A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State of New York and all other jurisdictions in which its operations or ownership of Properties so require, and has the power to enter into this Recapture Agreement and the other Basic Documents to which the Company is a party and to carry out its obligations hereunder and thereunder.

By proper action of its Members, the Company has been duly authorized to execute, deliver and perform this Recapture Agreement and the other Basic Documents to which the Company is a party.

(B) Except as has been heretofore disclosed to the Agency, neither the execution and delivery of this Recapture Agreement or the other Basic Documents to which the Company is a party, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Recapture Agreement or the other Basic Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Organization or Operating Agreement of the Company or any other restriction, order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its Property is bound, or constitute a default by the Company under any of the foregoing, or (2) result in the creation or imposition of any Lien of any nature upon any Property of the Company under the terms of any such instrument or agreement, other than pursuant to the Basic Documents and "Permitted Encumbrances" (as defined in the Basic Documents), or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected, or (4) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project by the Agency, providing of the Project Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State.

(D) This Recapture Agreement and the other Basic Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(E) To the best of the Company's knowledge, there is no action or proceeding pending or threatened in writing by or against the Company by or before any court or administrative agency that would materially adversely affect the ability of the Company to perform its obligations under this Recapture Agreement, and all authorizations, consents and approvals of governmental bodies or agencies, if any, required to be obtained by the Company as of the date hereof in connection with the execution and delivery of this Recapture Agreement or in connection with the performance of the obligations of the Company hereunder have been, or will be, obtained.

(F) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company as agent of the Agency must annually file, or cause to be filed, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

(G) The Company understands that:

(1) Pursuant to Section 874 of the Act, the Agency is exempt from certain sales taxes and use taxes imposed by the State and local governments in the State.

(2) Pursuant to Section 874 of the Act, the Project may be exempted from certain of those taxes due to the involvement of the Agency in the Project.

(3) The Agency makes no representations or warranties that any property is exempt from the payment of New York sales or use taxes.

(4) Any exemption from the payment of certain sales taxes and use taxes imposed by the State and local governments in the State resulting from the involvement of the Agency with the Project shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date.

(5) No operating expenses of the Project Facility, and no other purchases of services or property aside from those identified above in subsection (G)(4) shall be subject to an exemption from the payment of New York sales or use tax.

(6) Pursuant to Section 874(9) of the Act, if the Company or its agents, subagents, contractors, subcontractors and subcontractors of such agents and subagents claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company must file, or cause to be filed, within thirty (30) days of any appointment of the Company, or its agents, subagents, contractors, subcontractors and subcontractors of such agents and subagents, as agent of the Agency for purposes of claiming any sales tax or use tax exemption, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), a statement identifying the Company, or its agents, subagents, contractors, subcontractors and subcontractors of such agents and subagents, as agent of the Agency, setting forth its taxpayer identification number, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(7) Pursuant to Section 875(5) of the Act, the Company acknowledges that (a) the Thirty-Day Sales Tax Report shall not be considered an exemption or other certificate or document under Article 28 or Article 29 of the Tax Law, (b) the Agency does not represent to the Company or any other agent, consultant, contractor, subcontractor or other person or entity taking or enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project that a copy of such Thirty-Day Sales Tax Report may serve as a sales or use tax exemption certificate or document, (c) no agent or project operator may tender a copy of such statement to any person required to collect sales or use taxes as the basis to make any purchase exempt from tax, (d) no such person required to collect sales or use taxes may accept such a statement in lieu of collecting any tax required to be collected, (e) the civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax shall be as provided in the Tax Law, and (f) the use of such Thirty-Day Sales Tax Report, or the recommendation of the use or tendering of such Thirty-Day Sales Tax Report, as such an exemption certificate or document shall be deemed to be, under Article 28 and Article 37 of the Tax Law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax.

(8) Pursuant to Section 875(2) of the Act, the Agency must further, within thirty (30) days of providing Financial Assistance to a project that includes any amount of State Sales and Use

Tax exemption benefits, report to the Commissioner the amount of such benefits for such project, the project to which they are being provided, together with such other information and such specificity and detail as the Commissioner may prescribe. This additional report (the "Additional Thirty-Day Project Report") may be made in conjunction with the Thirty-Day Sales Tax Report or it may be made as a separate report, at the discretion of the commissioner.

(9) Pursuant to Section 874(8) of the Act, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company agrees to annually file, or cause to be filed, and cause any sublessee or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Annual Sales Tax Report"), a statement of the value of all sales and use tax exemptions claimed by the Company and all contractors, subcontractors, consultants and other agents of the Company under the authority granted to the Company pursuant to Section 4.1(E) of the Lease Agreement.

(10) Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this Section 2, the Company shall immediately cease to be the agent of the Agency in connection with the Project.

(11) Pursuant to Section 875(6) of the Act, (a) the Commissioner is authorized to audit the records, actions, and proceedings of the Agency and of its agents and project operators to ensure that the Agency and its agents and project operators comply with all the requirements of Section 875 of the Act, and (b) any information that the Commissioner finds in the course of such audit may be used by the Commissioner to assess and determine state and local taxes of the Agency's agents or project operators.

(12) Pursuant to Section 875(6) of the Act, (a) the Agency is required to report and make available on the internet copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes and (b) the Agency is further required to provide, without charge, copies of all such reports and information to a person who asks for it in writing or in person.

SECTION 3. TERM. This Recapture Agreement shall commence as of the dated date hereof and shall expire on the earlier to occur of (1) the Lease Termination Date or (2) so long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, the termination of the term of the Lease Agreement.

SECTION 4. FURNISHING OF INFORMATION TO THE AGENCY. (A) If the Company or any of its agents desires to claim any sales tax exemption by virtue of the Agency's involvement in the Project, the Company shall notify, or cause to be notified, the Agency in writing of such desire, and shall furnish to the Agency a completed Thirty Day Sales Tax Report relating to such request. If the Agency determines to grant such request by the Company, upon compliance by the Company of the requirements of the Act and such additional conditions as the Agency may determine, the Agency will execute and deliver to the Company the Thirty-Day Sales Tax Report and shall file the same with the New York State Department of Taxation and Finance.

(B) Pursuant to the requirements of Section 874(8) of the Act, the Company agrees to file, or cause to be filed, an Annual Sales Tax Report with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner, regarding the value of sales tax exemptions the Company, its agents, consultants, contractors or subcontractors have claimed pursuant

to, or as part of, the Financial Assistance provided by the Agency in connection with the Project or otherwise relating to the Project Facility.

(C) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act.

SECTION 5. COMPLIANCE WITH THE PROVISIONS OF SECTION 875 OF THE ACT; RECAPTURE. (A) If the Project includes any amount of State Sales and Use Tax exemption benefits, the Company agrees (1) to comply with the requirements of Section 875 of the Act applicable to the Project and (2) to cause any other agent, consultant, contractor, subcontractor or other person or entity enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project to agree to such terms as a condition precedent to receiving or benefiting from such State Sales and Use Tax exemption benefits.

(B) If the Company or any other agent, consultant, contractor, subcontractor or other person or entity taking or enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project shall have taken or enjoyed any benefits (1) to which such person or entity is not entitled or (2) which are in excess of the amounts authorized by both the Act and the Agency or (3) which are for property or services not authorized by both the Act and the Agency or (4) taken in cases where such person or entity failed to comply with a material term or condition to use property or services in the manner required by this Recapture Agreement and the other Basic Documents and any agreement between the Agency and such person or entity, the Company shall (a) pay, or cause such person or entity to pay, to the Agency the amounts requested by the Agency pursuant to Section 875 of the Act (the "Recapture Amounts") and (b) cooperate, and cause such person or entity to cooperate, with the Agency in the Agency's efforts to recover, recapture, receive, or otherwise obtain such Recapture Amounts.

(C) In connection with the Project, the Company agrees to (1) comply with any rules, regulations, publications or other guidance issued by the Commissioner or the commissioner of economic development implementing the provisions of Section 875 of the Act and of the other sections of the Act relating to any state or local tax or fee, or exemption or exclusion therefrom, that the Commissioner administers and that may be affected by any provision of the Act (the "Required Provisions") and (2) provide to the Agency any information reasonably requested by the Agency to enable the Agency to comply with the Required Provisions.

(D) In the event that the Company or any other agent, consultant, contractor, subcontractor or other person or entity taking or enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project shall be determined by the Agency or the Commissioner to have violated the requirements of the Act, the Tax Law or the Required Provisions, and, as a result of such failure, the Agency (1) determines that Section 875 of the Act and the provisions of this Recapture Agreement authorize the Agency to seek Recapture Amounts relating thereto from the Company, and (2) demands that the Company pay a Recapture Amounts, the Company shall promptly pay such Recapture Amounts to the Agency, together with interest thereon at the rate of twelve percent (12%) per annum from the date and with respect to the dollar amount for which each such event which precipitated the need to make such Recapture Amount.

SECTION 6. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Recapture Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Recapture Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any Recapture Amount due and payable by the Company pursuant to the provisions of Section 5(D) of this Recapture Agreement and continuance of said

failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to pay when due any other amount due and payable by the Company pursuant to the provisions of this Recapture Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(C) Failure of the Company to materially observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) or paragraph (B) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(D) Any warranty, representation or other statement by or on behalf of the Company contained in this Recapture Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Recapture Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 7. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Recapture Agreement, the Agency may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Recapture Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under the Basic Documents. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Basic Documents, among other remedies, the right to terminate the Basic Documents and convey the Agency's interest in the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Recapture Agreement may be brought in the courts of record of the State of New York, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 8. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Recapture Agreement and the Agency or the Commissioner should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or the Commissioner, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 9. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or the Commissioner is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Recapture Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any "affected tax jurisdiction" (as defined in the Act) to exercise any remedy reserved to it in this Recapture Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Recapture Agreement.

(D) No Waiver. In the event any provision contained in this Recapture Agreement should be breached by the Company and thereafter duly waived by the Agency, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Recapture Agreement shall be established by conduct, custom or course of dealing.

SECTION 10. BURDENS TO RUN WITH LAND. It is contemplated by the Company and the Agency that the obligations imposed by this Recapture Agreement shall run with the Land and, to that end, this Recapture Agreement may be filed against the Land and the Company in the official records of the County Clerk of Montgomery County, New York; but only in the event that any such obligations otherwise owed as imposed by this Recapture Agreement have not been paid, upon ninety (90) days written notice thereof, and after any applicable cure period has run.

SECTION 11. SECURITY. (A) Guaranty. For value received and in order to induce the Agency to enter into the Basic Documents, the Company unconditionally guarantees to the Agency the due and prompt payment of rent and the performance of all obligations of the Company under the terms and provisions of the Basic Documents (the "Company's Obligations"). The Company agrees that no act or thing, except for payment and performance in full or written release of this Recapture Agreement, shall in any way affect or impair the Company's Obligations.

(B) Mortgage. As security for the Company's obligations under this Recapture Agreement, the Company agrees to execute a mortgage against the Project Facility (the "Recapture Agreement Mortgage") from the Company to the Agency if requested by the Agency, which Recapture Agreement Mortgage would secure payment of past due and unpaid Recapture Amounts under this Recapture Agreement; but only in

the event that any such obligations otherwise owed as imposed by this Recapture Agreement have not been paid, upon ninety (90) days written notice thereof, and after any applicable cure period has run.

SECTION 12. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

IF TO THE COMPANY:

Amazon.com Services, LLC
410 Terry Avenue North
Seattle, Washington 98121
Attention: Director, Economic Development
Facsimile: (206) 266-7010

AND

Amazon.com Services, Inc.
2121 7th Avenue
Seattle, Washington 98121
Attention: Economic Development Compliance
E-mail: economicdevelopment@amazon.com

AND

Amazon.com, Inc.
P.O. Box 81226
Attention: General Counsel & Real Estate
Facsimile: (206) 266-7010

WITH A COPY TO:

Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York 14210
Attention: Robert G. Murray, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072
Attention: Chairperson

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: Christopher C. Canada, Esq.

SECTION 13. BINDING EFFECT. This Recapture Agreement shall inure to the benefit of and shall be binding upon the Agency and the Company and their respective successors and permitted assigns.

SECTION 14. SEVERABILITY. In the event any provision of this Recapture Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 15. AMENDMENTS, CHANGES AND MODIFICATIONS. This Recapture Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

SECTION 16. EXECUTION OF COUNTERPARTS. This Recapture Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 17. APPLICABLE LAW. This Recapture Agreement shall be governed exclusively by the applicable laws of the State of New York.

SECTION 18. SURVIVAL OF OBLIGATIONS. This Recapture Agreement shall survive the performance of the obligations of the Company to make payments required by the other Basic Documents and all indemnities shall survive any termination or expiration of the Basic Documents as to matters occurring during the period of the Company's occupancy of the Project Facility.

SECTION 19. SECTION HEADINGS NOT CONTROLLING. The headings of the several sections in this Recapture Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Recapture Agreement.

SECTION 20. MERGER OF THE AGENCY. (A) Nothing contained in this Recapture Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other body corporate and politic and public instrumentality of the State of New York or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and conditions of this Recapture Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company reasonably may request.

SECTION 21. NO ASSIGNMENT. This Recapture Agreement may not be assigned by the Company except as permitted by Article IX of the Lease Agreement.

SECTION 22. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 23. SUCCESSORS AND ASSIGNS. The rights and obligations of the Company hereunder shall be binding upon and inure to the benefit of its respective successors and assigns.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Company and the Agency have caused this Recapture Agreement to be executed and delivered in their respective names by their respective duly authorized officers as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Company and the Agency have caused this Recapture Agreement to be executed and delivered in their respective names by their respective duly authorized officers as of the day and year first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18th day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 1, 2026

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole Fraser
Notary Public



EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22 minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41

seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

CLOSING ITEM NO.: A-7

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

AMAZON.COM SERVICES LLC

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF JUNE 1, 2026

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED APPROXIMATELY 1.5 MILES WEST OF INTERCHANGE 27 ON THE SOUTH SIDE OF NEW YORK STATE ROUTE 5S AND BETWEEN NEW YORK STATE ROUTE 5S AND THE NEW YORK STATE THRUWAY (I-90) (TAX MAP NO. 54.-1-36) IN THE TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK.

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UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington;

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 859-d of said General Municipal Law (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in October, 2025, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and

truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. Pursuant to Section 859-a of the Act, the Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York, and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); and

WHEREAS, by further resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of June 1, 2026 (the "Lease Agreement") and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency" or "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (2) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (3) this Uniform Agency Project Agreement by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) various certificates relating to the Project (the "Closing Documents"); and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the "Public Benefits"), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency: and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

"Application" means the application submitted by the Company to the Agency in October, 2025 with respect to the Project, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

"Basic Documents" shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

"Completion Date" means the earlier to occur of (A) December 31, 2028 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

"Contract Employee" means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company's payroll but who has worked for the Company at the Project Facility for a minimum of thirty-five (35) hours per week for not less than four (4) consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) two (2) part-time, private-sector employees (or self-employed individuals) that are not on the Company's payroll but who have worked for the Company at the Project Facility for a combined minimum of thirty-five (35) hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

"Equipment" shall have the meaning set forth in the Lease Agreement.

"Facility" shall have the meaning set forth in the Lease Agreement.

"Financial Assistance" means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

"Full Time Equivalent Employee" means (A) a full-time, permanent, private-sector employee on the Company's payroll, who has worked at the Project Facility for a minimum of thirty-five (35) hours per week for not less than four (4) consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two (2) part -time, permanent, private-sector employees on Company's payroll, who have worked at the Project Facility for a combined minimum of thirty-five (35) hours per week for not less than four (4) consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

"Financial Assistance" means exemptions from certain sales and use taxes, real property taxes and real property transfer taxes as more particularly described in the Basic Documents.

"Land" means approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York.

"Lease Agreement" means the lease agreement dated as of June 1, 2026, by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Payment in Lieu of Tax Agreement" means the payment in lieu of tax agreement dated as of June 1, 2026, by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

"Project" shall have the meaning set forth in the Lease Agreement.

"Project Facility" shall have the meaning set forth in the Lease Agreement.

"Recapture Events" shall mean the following:

(1) failure to complete the acquisition, remediation, construction and installation of the Project Facility;

(2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application through employment at the Project Facility;

(3) liquidation of substantially all of the Company's operating assets and/or cessation of substantially all of the Company's operations;

(4) relocation of all or substantially all of Company's operations at the Project Facility to another site;

(5) the sale, lease or other disposition of all or substantially all of the Project Facility to an individual or entity that abandons the Project;

(6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with reasonably requested information;

(7) sublease of all or part of the Project Facility in violation of Basic Documents;

(8) a change in the use of the Project Facility, other than as a warehousing facility; or

(9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding eighty percent (80%) of the Total Project Costs as set forth in the Application.

"Recapture Period" means a period ending on the Lease Termination Date.

SECTION 1.02. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, and has the power under the laws of the New York to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State of Delaware to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency

Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

(1) sales and use tax exemptions:	$30,000,000.00 (estimated)
(2) a real property tax exemption:	$45,000,000.00 (estimated)
(3) mortgage recording tax exemption:	N/A

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (a) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (b) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (c) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities.

(2) That the Project will furnish the Public Benefits described in Exhibit A to the Approving Resolution.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached hereto as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a table describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

(E) Application. The Company represents and warrants that the information contained in the Application is true and correct to the best of its knowledge.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Closing Date. To file with the Agency, prior to the Closing Date, an employment plan, in substantially the form attached as Exhibit F to the Lease Agreement.

(B) Filing – Annual. To file with the Agency on an annual basis during the term hereof, by February 1st, reports regarding the number of people employed at the Project Facility and certain other matters, including as required under Applicable Law, an annual status report (the "Annual Status Report") in substantially the form attached hereto as Schedule E and attached as Exhibit G of the Lease Agreement.

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)). The Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(D) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) Employment Level. To maintain, as described in the Application, the following employment level (the "Employment Level") during the term of the Uniform Agency Project Agreement, beginning no later than one (1) year after the Completion Date:

Year	Total Employees
Construction	N/A
1	250 Full-Time Equivalent Employees
2	500 Full-Time Equivalent Employees
3 and thereafter	750 Full-Time Equivalent Employees

Notwithstanding the table above, the Agency and the Company agree and acknowledge that Year 1 shall not begin unless and until the Company shall deliver to the Agency the Certificate of Occupancy; provided, however, that in no event shall Year 1 begin later than January 1, 2029, without the prior written consent of the Agency.

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Status Report is accurate, the Company is required to submit, or cause to be submitted, at the same time as the Annual Status Report: a form NYS-45 for all quarters in which the Company operated during the prior calendar year (the "Quarterly Reports," a copy of which is attached hereto as Schedule A and, together with the Annual Status Report described in Section 3.02(B) above, being referred to as the "Employment Affidavits"). If the Employment Affidavits do not make the number of Full Time Equivalent Employees working at the Project Facility clear, the Company shall prepare and submit to the Agency a set of calculations that indicate the number of Full Time Equivalent Employees working at the Project

Facility. The number of Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be determined by reference to the Employment Affidavits delivered by the Company, and calculated based on the information provided in such Employment Affidavits by adding the number of Full Time Equivalent Employees provided in each of the Quarterly Reports (and any separate calculations made by the Company) and dividing that sum by 4. It is understood that the Quarterly Reports do not break employees down into Full Time Equivalent Employees and that there may be some inconsistency between final numbers in the Quarterly Reports and the Annual Status Report.

(b) Notwithstanding anything to the contrary herein, in the first year following the Completion Date, to the extent that the Company does not operate for all or a portion of a quarter, such quarter will not be counted for purposes of determining the average number of annual Full Time Equivalent Employees (e.g., if the Company only operates the Facility for 3 quarters in a single calendar year, the number of Full Time Equivalent Employees shall be divided by 3 to determine the annual average).

(c) In the event that some or all of the Full-Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(F) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement shall comply with the requirements of any applicable equal employment opportunity rules and regulations including, without limitation, Article 15 of the Executive Law of the State of New York.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Uniform Agency Project Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an "Event of Default" under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility (The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such termination); or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance (the "Project Financial Assistance"), all in

accordance with the terms of this Section 4.03. The Company hereby agrees, if requested by the Agency, to pay to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured by the Agency upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Montgomery County that the Company would have paid in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency;

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(3) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay the following amounts as recapture:

Year	Amount of Recapture
Construction	100% of the Project Financial Assistance
1	100% of the Project Financial Assistance
2	93% of the Project Financial Assistance
3	86% of the Project Financial Assistance
4	79% of the Project Financial Assistance
5	72% of the Project Financial Assistance
6	65% of the Project Financial Assistance
7	58% of the Project Financial Assistance
8	51% of the Project Financial Assistance
9	44% of the Project Financial Assistance
10	37% of the Project Financial Assistance
11	30% of the Project Financial Assistance
12	23% of the Project Financial Assistance
13	16% of the Project Financial Assistance
14	9% of the Project Financial Assistance
15	2% of the Project Financial Assistance

Notwithstanding the table above, the Agency and the Company agree and acknowledge that Year 1 shall not begin unless and until the Company shall deliver to the Agency the Certificate of Occupancy; provided, however, that in no event shall Year 1 begin later than January 1, 2029, without the prior written consent of the Agency.

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall

redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Policy Respecting Recapture of Project Benefits" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty (30) days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty (30) days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Uniform Agency Project Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until the Lease Termination Date.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Amazon.com Services, LLC
410 Terry Avenue North
Seattle, Washington 98121
Attention: Director, Economic Development
Facsimile: (206) 266-7010

AND

Amazon.com Services, Inc.
2121 7th Avenue
Seattle, Washington 98121
Attention: Economic Development Compliance
E-mail: economicdevelopment@amazon.com

AND

Amazon.com, Inc.
P.O. Box 81226
Attention: General Counsel & Real Estate
Facsimile: (206) 266-7010

WITH A COPY TO:

Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York 14210
Attention: Robert G. Murray, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072
Attention: Chairperson

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: Christopher C. Canada, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project 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.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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.

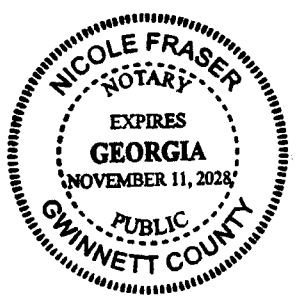
Notary Public

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 2, 2026

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicol Fraser
Notary Public



SCHEDULE A

NYS-45 QUARTERLY REPORT

- SEE ATTACHED -

NYS-45 (12/15)

Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return

41519417

Reference these numbers in all correspondence:

UI Employer registration number

Withholding identification number

Employer legal name:

Mark an X in only one box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

1	2	3	4	Y Y
Jan 1 - Mar 31	Apr 1 - Jun 30	July 1 - Sep 30	Oct 1 - Dec 31	Year

Are dependent health insurance benefits available to any employee? ..... Yes ☐ No ☐

If seasonal employer, mark an X in the box ..... ☐

For office use only

Postmark

Received date

UI SK | AI | SI | WT SK

Number of employees

Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the 12th day of each month.

a. First month	b. Second month	c. Third month

Part A - Unemployment insurance (UI) information

1. Total remuneration paid this quarter ..... .00
2. Remuneration paid this quarter in excess of the UI wage base since January 1 *(see instr.)* ..... .00
3. Wages subject to contribution *(subtract line 2 from line 1)* ..... .00
4. UI contributions due Enter your UI rate ☐ . ☐ %
5. Re-employment service fund *(multiply line 3 × .00075)* .....
6. UI previously underpaid with interest .....
7. Total of lines 4, 5, and 6 .....
8. Enter UI previously overpaid .....
9. **Total UI amounts due** *(if line 7 is greater than line 8, enter difference)* ...
10. Total UI overpaid *(if line 8 is greater than line 7, enter difference and mark box 11 below)** .....
11. Apply to outstanding liabilities and/or refund .....

Part B - Withholding tax (WT) information

12. New York State tax withheld .....
13. New York City tax withheld .....
14. Yonkers tax withheld .....
15. Total tax withheld *(add lines 12, 13, and 14)* .....
16. WT credit from **previous quarter's return** *(see instr.)* .....
17. Form NYS-1 payments made for quarter .....
18. Total payments *(add lines 16 and 17)* .....
19. **Total WT amount due** *(if line 15 is greater than line 18, enter difference)* ...
20. Total WT overpaid *(if line 18 is greater than line 15, enter difference here and mark an X in 20a or 20b)** ...

20a. Apply to outstanding liabilities and/or refund ..... ☐ **or** 20b. Credit to next quarter withholding tax ..... ☐

21. **Total payment due** *(add lines 9 and 19; make one remittance payable to* **NYS Employment Contributions and Taxes***)* .....

*** An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other.**

Complete Parts D and E on back of form, if required.

Part C – Employee wage and withholding information

Quarterly employee/payee wage reporting information *(If more than five employees or if reporting other wages, do not make entries in this section; complete Form NYS-45-ATT. Do not use negative numbers; see instructions.)*

Annual wage and withholding totals If this return is for the 4th quarter or the last return you will be filing for the calendar year, complete columns d and e.

a Social security number	b Last name, first name, middle initial	c Total UI remuneration paid this quarter	d Gross federal wages or distribution *(see instructions)*	e Total NYS, NYC, and Yonkers tax withheld
Totals *(column c must equal remuneration on line 1; see instructions for exceptions)*				

Sign your return: I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature *(see instructions)*	Signer's name *(please print)*	Title

Date	Telephone number

Withholding identification number

41519424

Part D - Form NYS-1 corrections/additions

Use Part D **only** for corrections/additions for the quarter being reported in Part B of **this** return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return **must** reflect these corrections/additions.

a **Original** last payroll date reported on Form NYS-1, line A (mmdd)	b **Original** total withheld reported on Form NYS-1, line 4	c **Correct** last payroll date (mmdd)	d **Correct** total withheld
▶	.		.
▶	.		.
▶	.		.
▶	.		.
▶	.		.
▶	.		.

Part E - Change of business information

22. This line is not in use for this quarter.
23. If you **permanently ceased paying wages**, enter the date *(mmddyy)* of the final payroll *(see* Note *below)* .....
24. If you **sold or transferred all or part of your business**:
    - Mark an *X* to indicate whether in **whole** ☐ or in **part** ☐
    - Enter the date of transfer *(mmddyy)* .....
    - Complete the information below about the acquiring entity

Legal name	EIN
Address	

Note: For questions about other changes to your withholding tax account, call the Tax Department at (518) 485-6654; for your unemployment insurance account, call the Department of Labor at (518) 485-8589 or 1 888 899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl.code
	Preparer's firm name *(or yours, if self-employed)*	Address		Firm's EIN	Telephone number ( )
Payroll service's name				Payroll service's EIN	

Checklist for mailing:

- **File original return and keep a copy for your records.**
- **Complete lines 9 and 19 to ensure proper credit of payment.**
- **Enter your withholding ID number on your remittance.**
- **Make remittance payable to *NYS Employment Contributions and Taxes*.**
- **Enter your telephone number in boxes below your signature.**
- **See *Need help?* on Form NYS-45-I if you need forms or assistance.**

Mail to:

NYS EMPLOYMENT
CONTRIBUTIONS AND TAXES
PO BOX 4119
BINGHAMTON NY 13902-4119

NYS-45 (12/15) (back)

SCHEDULE B

POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

- SEE ATTACHED -

PART 24

POLICY RESPECTING RECAPTURE AND SUSPENSION OF PROJECT BENEFITS

SECTION 2401. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to outline the procedures utilized by Montgomery County Industrial Development Agency (the "Agency") to review compliance with (1) the requirements of the Agency relating to job creation and/or retention, other expected public benefits and reporting and (2) the requirements of the State of New York (the "State") relating to sales tax exemptions and reporting.

(A) The Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration.

(B) The Agency has been advised that a number of other industrial development agencies have adopted policies that (1) contain provisions allowing the industrial development agency to recapture certain financial benefits provided by said agency to a project applicant if said project applicant does not fulfill certain job creation promises contained in its application or fails to fulfill certain other promises made to said agency and (2) allow said agency to take into account exigent circumstances in deciding whether to exercise these provisions respecting the recapture of said financial benefits.

(C) Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), enacted March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive sales tax exemptions.

(D) The new sales tax recording and reporting requirements required by the 2013 Budget Law include the following: (1) a requirement to keep records of the amount of sales tax benefits provided to each project and make those records available to the State upon request; (2) a requirement to report to the State, within 30 days after providing financial assistance, the amount of sales tax benefits intended to be provided to a project; and (3) a requirement that the Agency post on the internet and make available without charge copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes. A project operator ("Project Operator") is appointed by the Agency through the filing of form ST-60 with the New York State Department of Taxation and Finance.

(E) The 2013 Budget Law requires that the Agency recapture State sales tax benefits where: (1) the project is not entitled to receive those benefits; (2) the exemptions exceed the amount authorized or are claimed for unauthorized property or services; or (3) the Project Operator failed to use property or services in the manner required by its agreements with the Agency.

(F) For purposes of this Policy, with respect to a particular calendar year and a particular project, the term "financial assistance" shall include the following:

(1) Proceeds of debt obligations issued by the Agency with respect to said project have been disbursed during the calendar year in question.

(2) Any tax exemption or abatement (a) which may have directly or indirectly benefitted the project or Project Operator shall during such calendar year and (b) which resulted from (i) the Agency's title to, possession of or, control of or other interest in said project, or (ii) the designation by the Agency of said project occupant (or any sublessee, contractor, supplier or other operator of the project) as an agent of the Agency.

(3) Any grant made by the Agency with respect to said project or Project Operator shall during such calendar year.

(4) Any loan made by the Agency with respect to said project or Project Operator shall during such calendar year.

(G) For purposes of this Policy, with respect to a particular project, the term "Project Agreements" shall mean the project documents between the Agency and an applicant with respect to the applicant's project. In addition to a lease agreement or installment sale agreement between the Agency and the applicant, the Project Agreements may also include a payment in lieu of tax agreement, a project agreement, and one or more recapture agreements, as well as security agreements intended to ensure compliance by the applicant with the requirements of the Project Agreements.

SECTION 2402. REQUIREMENTS FOR APPLICANTS. (A) Under the Act, the Agency is required to submit certain annual reports relating to Agency projects to the New York State Office of the Comptroller. In order to satisfy its annual reporting requirements and other requirements under the Act and certain other requirements imposed by the Act, as well as the new requirements imposed upon the Agency by the 2013 Budget Law, the Agency will require each applicant for financial assistance from the Agency agree to satisfy the following requirements as a condition to the receipt of such financial assistance:

(1) Any applicant requesting a sales tax exemption from the Agency must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. Each applicant is hereby warned to provide a realistic estimate in the application, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency recapture any benefit that exceeds the greater of (a) the amount listed in said application or (b) authorized by the Agency in a

separate resolution.

(2) Any applicant requesting a sales tax exemption from the Agency must agree to annually file (and cause any sublessee, contractor, supplier or other operator of the project to file annually) with the State, on a form and in such manner as is prescribed by the State, a statement of the value of all sales and use tax exemptions claimed by the applicant and all contractors, subcontractors, consultants and other agents of the applicant under the authority granted to the applicant by the Agency.

(3) Any applicant requesting a sales tax exemption from the Agency must agree to furnish to the Agency a copy of each such annual report submitted to the State by the applicant or any sublessee, contractor, supplier or other operator of the project.

(4) As required by the 2013 Budget Law, the Project Agreements will provide that any sales tax benefits determined by the Agency to be subject to recapture pursuant to the 2013 Budget Law must be remitted by the applicant to the Agency within 20 days of a request therefore by the Agency.

(5) The applicant agrees that, as required by the 2013 Budget Law, the resolutions of the Agency with respect to the project and the Project Agreements will now be publicly available on the Agency's website. As provided in the New York Freedom of Information Law ("FOIL"), the applicant may request that certain information contained therein be redacted and, if the applicant can demonstrate to the satisfaction of the Agency that release of said information would result in substantial harm to the applicant's competitive position, the Agency may comply with such request.

(6) Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), where the Project is located.

(7) Except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by JTPA Entities for new employment opportunities created as a result of the Project.

(8) The applicant agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Applicant, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

(9) Within thirty (30) days after the end of each calendar year, the applicant shall furnish to the Agency a certificate of an Authorized Representative of the applicant

stating that no event of default under the Project Agreements has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the applicant has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(10) The applicant shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

(11) The applicant agrees to file with the Agency, no later than thirty (30) days after the end of each calendar year, reports regarding the number of people employed at the project and certain other matters.

(B) In order to ensure that the project will create the public benefits anticipated by the Agency accruing to the residents and taxpayers of the County, the Project Agreements will require that each Agency Project Operator agree that, annually, within 30 days of the end of each calendar year during which a project has received any financial assistance from the Agency, such Agency Project Operator will complete and file with the Agency an annual report (the "Annual Status Report") describing the status of the project during the calendar year just completed, including such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of jobs; construction jobs created through the year; exemptions from taxes and payments in lieu of tax made; status of local labor; and status of bond financing related to the project.

SECTION 2403. ENFORCEMENT. (A) The Agency will use the information contained in the Annual Status Report, and may use site visits and follow-ups, to gauge the status of a project in relation to the original commitment of the applicant as stated in the project application.

(B) Should the staff or board members of the Agency find significant deficiencies in any area; the project will be further reviewed. Examples of situations that may trigger review and/or action by the Agency include:

(1) If the Project Operator shifts production activity to a facility outside of the County and, as a result, fails to achieve the economic benefits projected;

(2) If the Project Operator moves all operations outside the County, neglects to move operations to the County, or the project does not otherwise conform to the project described in the Project Agreements;

(3) If a significant shortfall in economic benefits is identified, as compared with the application, such as a significant shortfall in new job creation/retention and/or expected major investments in the business;

(4) Failure to comply with annual reporting requirements or provide the Agency with requested information; or

(5) Closure of a project within the time period the applicant receives Agency financial assistance.

(C) Should the staff or board members of the Agency find significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements, the Project Operator will be asked to provide justification for said shortfalls. The board members of the Agency will compare these statements against industry standards, as well as the current market and economic conditions, to determine whether the Project Operator did all that it could to meet its obligations as outlined in the application and the Project Agreements.

(D) The board members of the Agency will determine on a case by case basis whether a hearing is appropriate to allow a Project Operator to be heard on the issue regarding said Project Operator's failure to achieve the projected economic benefits.

(E) Should the board members of the Agency find that (1) significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements have occurred and (2) there appears to be no justification satisfactory to the Agency to explain these deficiencies, the Agency may determine to undertake any enforcement action available to the Agency under the Agency Agreements to seek redress for these deficiencies.

(F) Enforcement action taken by the Agency under the Agency Documents may include, but shall not be limited to, the following:

(1) Requesting cure of the deficiency by a final notice letter.

(2) Forwarding an event of default notice under the Project Agreements.

(3) Notifying appropriate New York State agencies of the Project Operator's failure to comply with such requirements.

(4) Terminating any or all of the Project Agreements early.

(5) Reducing the value of financial assistance moving forward.

(6) Terminating any future financial assistance.

(7) Requiring that the value of all the financial assistance utilized to date to be repaid in full or in part.

(G) In connection with the undertaking of a Project and/or the preparation of Project Agreements, the Agency also reserves the right to negotiate the terms and conditions of these recapture provisions.

SECTION 2404. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency where receipt of the application for the project occurs after the date of approval of this Policy.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

- SEE TAB #6 OF THE TRANSCRIPT -

SCHEDULE D

COPY OF APPLICATION

- SEE ATTACHED -

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION
FOR
FINANCIAL ASSISTANCE

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the Montgomery County Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.

TO: Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chief Executive Officer

This application by applicant respectfully states:

APPLICANT: BMG Albany, LLC and Amazon.com Services LLC, collectively as the Company or Applicant as used herein (**See Attachments A for information specific to co-applicant Amazon.com Services LLC and/or as otherwise referenced below).

APPLICANT'S STREET ADDRESS: 100 Front Street, Suite 1225

CITY: West Conshohocken STATE: PA ZIP CODE: 19428

PHONE NO.: 781-974-3628 FAX NO.: N/A E-MAIL: sbaggett@bluewaterpg.com

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION:

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF FIRM: **See Attachment A for Co-Applicant Amazon.com Services LLC

NAME OF ATTORNEY: _____

ATTORNEY'S STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____ E-MAIL: _____

NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 HEREOF BEFORE FILLING OUT THIS FORM.

INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.

2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").

3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.

4. If more space is needed to answer any specific question, attach a separate sheet.

5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.

6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.

7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.

8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.

9. The Agency has established an application fee of One Thousand Dollars ($1,000) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.

10. The Agency has established a project fee for each project in which the Agency participates. UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.

FOR AGENCY USE ONLY

1. Project Number	
2. Date application Received by Agency	_____, 20____
3. Date application referred to attorney for review	_____, 20____
4. Date copy of application mailed to members and Elected Officials	_____, 20____
5. Preliminary Inducement Resolution (if Bond Project)	_____, 20____
6. Resolution Scheduling Public Hearing	_____, 20____
7. Mailing Inducement Resolution/Public Hearing Resolution	_____, 20____
8. Mailing Public Hearing Notice	_____, 20____
9. Hold Public Hearing	_____, 20____
10. Resolution Authorizing Mailing of PILOT Deviation Letter (if applicable)	_____, 20____
11. Mailing PILOT Deviation Letter if Applicable	_____, 20____
12. Post IDA Application and Construction Employment Agreement on Website	_____, 20____
13. Perform Inform Analytics Cost/Benefit Analysis present to Board	_____, 20____
14. Perform Written Evaluation Report and present to Board	_____, 20____
15. SEQR Resolution	_____, 20____
16. PILOT Deviation Resolution (if applicable)	_____, 20____
17. Approving Resolution	_____, 20____
18. Final Project Agreement Posted to Website	_____, 20____

AGENCY FEE SCHEDULE INFORMATION

1. APPLICATION FEE: $1,000.00 (Non-refundable)

2. AGENCY FEE:
   (a) Bond Transactions: ¾ of 1% of bond amount
   (b) Sale Leaseback Transactions: ¾ of 1% of Total Project Cost
   (c) Rental Payments: The Company shall pay basic annual rental payments for the Project Facility in an amount equal to $.0005 x the cost of the Agency Project on January 1 of each year during the term of the Lease Agreement.

3. AGENCY COUNSEL FEE:

(a) Determine on a Project by Project Basis

SUMMARY OF PROJECT

**See Attachment A for Co-Applicant Amazon.com Services LLC

Applicant: BMG Albany, LLC and Amazon.com Services LLC

Contact Person: Sean Baggett

Phone Number: 781-974-3628

Occupant: Amazon.com Services LLC

Project Location: Approximately 1.5 miles west of Interchange 27 on the south side of Route 5S

Approximate Size of Project Site: ±652,000 sq.ft. footprint and a total building square footage of +/- 3.200,000 sq.ft.

Description of Project:

Development of a multi-story fulfillment warehouse/distribution center with a +/-652,000 sq.ft. building footprint and a total building square footage of +/- 3,200,000. and a height of +/- 103.5'.

Type of Project:
- ☐ Manufacturing
- ☒ Warehouse/Distribution
- ☐ Commercial
- ☐ Not-For-Profit
- ☐ Other-Specify

Employment Impact:
- Existing Jobs N/A
- New Jobs 750 "(est)"

Project Cost: $ 621,000,000 "(est)"

Type of Financing: N/A ☐ Tax-Exempt ☐ Taxable ☐ Straight Lease

Amount of Bonds Requested: $ N/A

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax:	$ 30,000,000 "(est)"
Mortgage Recording Taxes:	$ N/A
Real Property Tax Exemptions:	$ TBD
Other (please specify):	$ N/A

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status:	N/A
Estimate of Jobs to be Created:	750 "(est)"
Estimate of Jobs to be Retained:	N/A
Average Estimated Annual Salary of Jobs to be Created:	$39,696 "(est)"
Annualized Salary Range of Jobs to be Created:	$37,440 - $60,000 "(est)"
Estimated Average Annual Salary of Jobs to be Retained:	N/A

I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").

A. Identity of Company:

1. Company Name: Amazon.com Services LLC

Present Address: 410 Terry Ave. North,
Seattle, WA

Zip Code: 98109

Employer's ID No.: 82-0544687

2. If the Company differs from the Applicant, give details of relationship:

**See Attachment A - Page #1

3. Indicate type of business organization of Company:

a. N/A Corporation (If so, incorporated in what country? What State? N/A Date Incorporated? Type of Corporation? N/A Authorized to do business in New York? Yes ____; No ____).

b. N/A Partnership (if so, indicate type of partnership N/A, Number of general partners N/A, Number of limited partners N/A).

c. X Limited liability company,
Date created? 01/18/2002.

d. N/A Sole proprietorship

4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship:

Amazon.com Services LLC is a wholly-owned subsidiary of Amazon.com, Inc., a publicly-traded company. Amazon.com, Inc. lists Amazon.com Services LLC as a "significant subsidiary" in its annual 10-K filing with the SEC.

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person): **See Attachment A **See Attachment A

NAME (First, Middle, Last) HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
N/A	N/A	N/A

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes ____ ; No ____. **See Attachment A

3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes ____; No ____. **See Attachment A

4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes ____; No ____. (If yes to any of the foregoing, furnish details in a separate attachment). **See Attachment A

5. If the answer to any of questions 2 through 4 is yes, please, furnish details in a separate attachment.

C. Principal Owners of Company:

1. Principal owners of Company: Is Company publicly held? Yes X ; No ____.
If yes, list exchanges where stock traded: The Company is a wholly-owned subsidiary of Amazon.com Inc., a publicly traded company. Amazon.com Inc. lists the Company as a "significant subsidiary" in its annual 10-K filing with the SEC.

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING
N/A	N/A	N/A

D. Company's Principal Bank(s) of account:

N/A

II. DATA REGARDING PROPOSED PROJECT

A. Summary: (Please provide a brief narrative description of the Project.)

The construction of an approximately ±3.2 Million sq.ft. distribution center/warehouse, including office space, specializing in distribution and delivery, site improvements including stormwater controls, utility improvements, including but not limited to, water, sewer, pump-station, electric, gas, car parking spaces, trailer/truck storage spaces, loading docs, dark-sky compliant lighting, sound barrier walls and landscaping, including the acquisition and installation of furniture, fixtures and equipment. The project would have a ±652,000 sq.ft. footprint with 5 stories and an overall height of ±103.5'.

B. Location of Proposed Project:

1. Street Address Approximately 137.24 acres of land between NYS Route 5S and the New York
2. City of State Thruway (1-90)
3 Town of Florida
4. Village of
5. County of Montgomery

C. Project Site:

1. Approximate size (in acres or square feet) of Project site:
Is a map, survey, or sketch of the project site attached? Yes X; No ____.
2. Are there existing buildings on project site? Yes ____; No X.
a. If yes, indicate number and approximate size (in square feet) of each existing building:

N/A

b. Are existing buildings in operation? Yes ____; No X.
If yes, describe present use of present buildings:

c. Are existing buildings abandoned? Yes ____; No X. About to be abandoned? Yes ____; No X. If yes, describe:

d. Attach photograph of present buildings.

N/A

3. Utilities serving project site:
Water-Municipal: Town of Florida Water and Sewer District
Other (describe)
Sewer-Municipal: Town of Florida Water and Sewer District
Other (describe)
Electric-Utility: National Grid
Other (describe)
Heat-Utility: Electric
Other (describe)

4. Present legal owner of project site: WE 5S LLC

a. If the Company owns project site, indicate date of purchase: N/A, 20 N/A; Purchase price: $ N/A.

b. If Company does not own the Project site, does Company have option signed with owner to purchase the Project site? Yes X; No ____. If yes, indicate date option signed with owner: 12/12, 20 24; and the date the option expires: N/A, 20 N/A.

c. If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? Yes N/A; No N/A. If yes, describe: N/A

5. a. Zoning District in which the project site is located:

C-2 Zoning District

b. Are there any variances or special permits affecting the site? Yes X; No ____. If yes, list below and attach copies of all such variances or special permits:

Subject to the approval of amendments to the Special Permit and Site Plan approvals previously granted by the Planning Board in 2019. Seeking approvals presently. Expected August 2025.

D. Buildings:

1. Does part of the project consist of a new building or buildings? Yes X; No ____. If yes, indicate number and size of new buildings:

One building: Development of a multi-story fulfillment warehouse/distribution center with a ±652,000 sq.ft. building footprint and a total building square footage of ±3,200,000.

2. Does part of the project consist of additions and/or renovations to the existing buildings? Yes ____; No X. If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:

3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed, or expanded:

The proposed fulfillment distribution center/warehouse will specialize in distribution and delivery and include office space.

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes X ; No____. If yes, describe the Equipment:

Material Handling Equipment

2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes____; No X . If yes, please provide detail:

3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:

The equipment will be primarily used for distribution and delivery.

F. Project Use:

1. What are the principal products to be produced at the Project?

N/A

2. What are the principal activities to be conducted at the Project?

The proposed fulfillment distribution center/warehouse will specialize in distribution and delivery. Bulk items received and stored for order fulfillment. Orders picked, packed and shipped to localized delivery centers on a 24/7 basis.

3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes ____; No X . If yes, please provide detail:

4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? N/A %

5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

a. Will the Project be operated by a not-for-profit corporation? Yes____; No X. If yes, please explain:

b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes____; No____. If yes, please explain:

N/A

c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes____; No____. If yes, please explain:

N/A

d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes____; No____. If yes, please provide detail:

N/A

e. Will the Project be located in one of the following: (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes____; No____. If yes, please explain: _____

N/A

6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes____; No____. If yes, please explain:

N/A

7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes____; No X. If yes, please explain:

8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes____; No X. If yes,

please provide detail:

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project:

a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes____; No____. If yes, please provide detail:

N/A

b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes____; No____. If yes, please provide detail:

N/A

10. Will the Project be owned by a not-for-profit corporation? Yes____; No_X_. If yes, please provide detail:

11. Will the Project be sold or leased to a municipality? Yes____; No_X_. If yes, please provide detail:

G. Other Involved Agencies:

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.

Involved Agencies: Town of Florida Water District #1, Montgomery County IDA, NYS Department of State, NYS Department of Transportation – Region 2, US Army Corps of Engineers, and NYS Department of Environmental Conservation – Region 4. Interested Agencies: Montgomery County Planning Department, Montgomery County Business Development Center, New York State Office of Parks, Recreation & Historic Preservation, and City of Amsterdam Public Works Department

2. Describe the nature of the involvement of the federal, state, or local agencies described above:

See delineation b/w Involved and Interested parties, listed above.

H. Construction Status:

1. Has construction work on this project begun? Yes ____; No _X_. If yes, please discuss in detail the approximate extent of construction and the extent of completion.

Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.:

2. Please indicate amount of funds expended on this Project by the Company in the past three (3) years and the purposes of such expenditures:

N/A

3. Please indicate the date the applicant estimates the Project will be completed: Q4 2028 - Q4 2029.

I. Method of Construction after Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes X; No ____.

2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes X; No____.

III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes____; No_X_. If yes, please complete the following for each existing or proposed tenant or subtenant: **Amazon.com Services LLC will lease 100% of the sq.ft. area of the facility in the event the Landlord/Tenant model structure is used.

1. Sublessee name:
Present Address: N/A
City: _____ State: _____ Zip:
Employer's ID No.:
Sublessee is: ____ Corporation: ____ Partnership: ____ Sole Proprietorship
Relationship to Company:
Percentage of Project to be leased or subleased:
Use of Project intended by Sublessee:
Date of lease or sublease to Sublessee:
Term of lease or sublease to Sublessee:
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

2. Sublessee name:
Present Address: N/A
City: _____ State: _____ Zip:
Employer's ID No.:
Sublessee is:
_____ Corporation: _____ Partnership: _____ Sole Proprietorship
Relationship to Company:
Percentage of Project to be leased or subleased:
Use of Project intended by Sublessee:
Date of lease or sublease to Sublessee:
Term of lease or sublease to Sublessee:_____
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

3. Sublessee name:
Present Address: N/A
City: _____ State: _____ Zip:
Employer's ID No.:
Sublessee is:____ Corporation: _____ Partnership: _____ Sole Proprietorship
Relationship to Company:
Percentage of Project to be leased or subleased:
Use of Project intended by Sublessee:
Date of lease or sublease to Sublessee:
Term of lease or sublease to Sublessee:
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease?

N/A

IV. EMPLOYMENT IMPACT

A. Indicate the number of people presently employed at the Project site and the **additional** number that will be employed at the Project site at the end of the first, second and third year after the Project has been completed. Also include an monthly breakdown of full-time and part-time jobs to be created during the first three years. Using the tables below, provide an overview of these job numbers for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

TYPE OF EMPLOYMENT Employees of Applicant					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled **Hourly	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time	25 "(est)"			225 "(est)"	250 "(est)"
First Year Part Time					
Second Year Full Time	50 "(est)"			450 "(est)"	500 "(est)"
Second Year Part Time					
Third Year Full Time	75 "(est)"			675 "(est)"	750 "(est)"
Third Year Part Time					

TYPE OF EMPLOYMENT Employees of Applicant First Year Full Time					
Month	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled **Hourly	Totals
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December	25 "(est)"			225 "(est)"	250 "(est)"

TYPE OF EMPLOYMENT Employees of Applicant First Year Part Time					
Month	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

N/A

TYPE OF EMPLOYMENT Employees of Applicant Second Year Full Time					
Month	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled **Hourly	Totals
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December	50 "(est)"			450 "(est)"	500 "(est)"

TYPE OF EMPLOYMENT Employees of Applicant Second Year Part Time					
Month	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

N/A

TYPE OF EMPLOYMENT Employees of Applicant Third Year Full Time					
Month	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled **Hourly	Totals
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December	75 "(est)"			675 "(est)"	750 "(est)"

TYPE OF EMPLOYMENT Employees of Applicant Third Year Part Time					
Month	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

N/A

TYPE OF EMPLOYMENT Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

N/A

TYPE OF EMPLOYMENT Employees of Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

N/A

B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Mohawk Valley Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	Salary = $60,000 Fringe Benefits = 20-30%			Salary = $37,440 Fringe Benefits = 20-30%
Estimated Number of Employees Residing in the Mohawk Valley	60% - 100% "(est)"			60% - 100% "(est)"

Economic Development Region				

C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

Please refer to the employment tables above.

D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.

**See Attachment A - Section IV Employment Impact

V. PROJECT COST AND FINANCING SOURCES

A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

Description of Cost	**Amount**
Land	$ 14,000,000 "(est)"
Buildings	$ 450,000,000 "(est)"
Machinery and equipment costs	$ 150,000,000 "(est)"
Utilities, roads and appurtenant costs	$ (included above)
Architects and engineering fees	$ 6,000,000 "(est)"
Costs of Bond Issue (legal, financial and printing)	$ N/A
Construction loan fees and interest (if applicable)	$ N/A
Other (specify)	
Legal Fees	$ 1,000,000 "(est)"
	$
	$
TOTAL PROJECT COSTS	$ 621,000,000 "(est)"

B. Anticipated Project Financing Sources. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

Description of Sources	Amount
Private Sector Financing	$ N/A
Public Sector	
Federal Programs	$ N/A
State Programs	$ N/A
Local Programs	$ N/A
Applicant Equity	$ 621,000,000 "(est)"
Other (specify, e.g., tax credits)	
_____	$ N/A
_____	$ N/A
_____	$ N/A
TOTAL AMOUNT OF PROJECT FINANCING SOURCES	$ N/A

C. Have any of the above expenditures already been made by the applicant? Yes ____; No X. If yes, indicate particulars.

_____

_____

_____

_____

D. Amount of loan requested: $ N/A;

Maturity requested: N/A years.

E. Has a commitment for financing been received as of this application date, and if so, from whom?

Yes N/A; No N/A. Institution Name: N/A

Provide name and telephone number of the person we may contact.

Name: N/A Phone: N/A

F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: N/A %

G. The total amount estimated to be borrowed to finance the Project is equal to the following: $ N/A

VI. BENEFITS EXPECTED FROM THE AGENCY

A. Financing

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes ____; No X. If yes, indicate:

   a. Amount of loan requested: _____Dollars;
   b. Maturity requested: _____Years.

2. If the answer to question 1 is yes, is the interest on such bonds intended to be exempt from federal income taxation? Yes ____; No X.

3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:

   a. retail food and beverage services: Yes____; No____
   b. automobile sales or service: Yes____; No____
   c. recreation or entertainment: Yes____; No____
   d. golf course: Yes____; No____
   e. country club: Yes____; No____
   f. massage parlor: Yes____; No____
   g. tennis club: Yes____; No____
   h. skating facility (including roller skating, skateboard and ice skating): Yes____; No____
   i. racquet sports facility (including handball and racquetball court): Yes____; No____
   j. hot tub facility: Yes____; No____
   k. suntan facility: Yes____; No____
   l. racetrack: Yes____; No____

4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.

N/A

B. Tax Benefits

1. Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes X; No____. If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes X; No____.

2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes ____; No X. If yes, what is the approximate amount of financing to be secured by mortgages? $N/A.

3. Is the applicant expecting to be appointed agent of the Agency for purposes of

avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes X; No ____. If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? $ 375,000,000 "(est)" .

4. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of the exemption.

a.	N.Y.S. Sales and Compensating Use Taxes:	$30,000,000 "(est)"
b.	Mortgage Recording Taxes:	$ N/A
c.	Real Property Tax Exemptions:	$ TBD
d.	Other (please specify):	
	N/A	$ N/A
	N/A	$ N/A

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax Exemption Policy? Yes ____; No X. If yes, please explain.

C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

**See Attachment B for Representations by Amazon.com Services LLC

VII. REPRESENTATIONS BY THE APPLICANT. The applicant understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the "NYS-45"), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the "Public Benefits") and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their

opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Policies which can be accessed at http://www.mcbdc.org/.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

Applicant

By: Stephen T Butte

Title: Manager

NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 26 THROUGH 29 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 30.

VERIFICATION

**See Attachment C for Amazon.com Services LLC

(If applicant is limited liability company)

STATE OF PA)
) SS.:
COUNTY OF Chester)

Stephen J Butte, deposes and says
(Name of Individual)
that he is one of the members of the firm of BMG Albany LLC,
(Limited Liability Company)
the limit liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.

Sworn to before me this
25th day of June, 2025

Matthew E Butte
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Matthew E Butte, Notary Public
Chester County
My commission expires September 16, 2025
Commission number 1406587

NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 30 IS SIGNED BY THE APPLICANT.

HOLD HARMLESS AGREEMENT **See Attachment D for Amazon.com Services LLC

Applicant hereby releases Montgomery County Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or the issue of bonds requested therein are favorably acted upon by the Agency, (ii) the Agency's financing of the Project described therein; and (iii) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

(Applicant)

BY: Stephen J Butte

Sworn to before me this
25th day of June, 2025.

Matthew E Butte
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Matthew E Butte, Notary Public
Chester County
My commission expires September 16, 2025
Commission number 1406587

TO: Project Applicants
FROM: Montgomery County Industrial Development Agency
RE: Cost/Benefit Analysis

In order for the Montgomery County Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire") and complete the attached Schedules. This Questionnaire and the attached Schedules will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

PROJECT QUESTIONNAIRE

1. Name of Project Beneficiary ("Company"):	BMG Albany, LLC and Amazon.com Services LLC
2. Brief Identification of the Project:	
3. Estimated Amount of Project Benefits Sought:	
A. Amount of Bonds Sought:	$ N/A
B. Value of Sales Tax Exemption Sought	$ 30,000,000 "(est)"
C. Value of Real Property Tax Exemption Sought	$ TBD
D. Value of Mortgage Recording Tax Exemption Sought	$ N/A
4. Likelihood of accomplishing the Project in a timely fashion:	We expect to complete this project between Q4 2028 and Q4 2029

PROJECTED PROJECT INVESTMENT

A. Land-Related Costs	
1. Land acquisition	$ 14,000,000 "(est)"
2. Site preparation	$ N/A
3. Landscaping	$ N/A
4. Utilities and infrastructure development	$ N/A
5. Access roads and parking development	$ N/A
6. Other land-related costs (describe)	$ N/A
B. Building-Related Costs	
1. Acquisition of existing structures	$ N/A
2. Renovation of existing structures	$ N/A
3. New construction costs	$ 450,000,000 "(est)"
4. Electrical systems	$ (included above)
5. Heating, ventilation and air conditioning	$ (included above)
6. Plumbing	$ (included above)
7. Other building-related costs (describe)	$ (included above)

C.	Machinery and Equipment Costs	
1.	Production and process equipment	$
2.	Packaging equipment	$ (included below)
3.	Warehousing equipment	$ 150,000,000 "(est)"
4.	Installation costs for various equipment	$ (included above)
5.	Other equipment-related costs (describe)	$ (included above)
D.	Furniture and Fixture Costs	
1.	Office furniture	$
2.	Office equipment	$
3.	Computers	$
4.	Other furniture-related costs (describe)	$
E.	Working Capital Costs	
1.	Operation costs	$
2.	Production costs	$
3.	Raw materials	$
4.	Debt service	$
5.	Relocation costs	$
6.	Skills training	$
7.	Other working capital-related costs (describe)	$
F.	Professional Service Costs	
1.	Architecture and engineering	$ 6,000,000 "(est)"
2.	Accounting/legal	$ 1,000,000 "(est)"
3.	Other service-related costs (describe)	$
G.	Other Costs	
1.		$
2.		$
H.	Summary of Expenditures	
1.	Total Land-Related Costs	$ 14,000,000 "(est)"
2.	Total Building-Related Costs	$ 450,000,000 "(est)"
3.	Total Machinery and Equipment Costs	$ 150,000,000 "(est)"
4.	Total Furniture and Fixture Costs	$
5.	Total Working Capital Costs	$
6.	Total Professional Service Costs	$ 7,000,000 "(est)"
7.	Total Other Costs	$

PROJECTED PROFIT

I. Please provide projected profit as defined by earnings after income tax but before depreciation and amortization: **See Attachment A, page 6.

YEAR	Without IDA benefits	With IDA benefits
1	$	$
2	$	$
3	$	$
4	$	$
5	$	$

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	N/A	$ N/A	$ N/A
Year 1	199 (direct,est)	$ 22,500,000.00	$ TBD
Year 2	199 (direct,est)	$ 22,500,000.00	$ TBD
Year 3		$	$
Year 4		$	$
Year 5		$	$

PROJECTED PERMANENT EMPLOYMENT IMPACT

I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application.

II. Estimates of the total new permanent jobs to be created at the Project are described in the tables in Section IV of the Application. ** See "Summary of Project" above, Section IV above, and Attachment A - Section IV Employment Impact

III. Please provide estimates for the following: **See Attachment A - Section IV Employment Impact

A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

IV. Provide the projected percentage of employment that would be filled by Montgomery County residents: 60% - 100% "(est)"

A. Provide a brief description of how the project expects to meet this percentage:

The Company will utilize required employment consideration and job listing processes required by the Montgomery County IDA and New York Law. Additionally, Amazon will work with local/ regional Workforce Development partners on opportunities for job fairs and other outreach efforts to cast a wide net for employee recruitment.

PROJECTED OPERATING IMPACT

I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1st year following project completion)	$ N/A
Additional Sales Tax Paid on Additional Purchases	$ N/A
Estimated Additional Sales (1st full year following project completion)	$ N/A
Estimated Additional Sales Tax to be collected on additional sales (1st full year following project completion)	$ N/A

**See Attachment A, page 6.

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"): **See Attachment G.

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

The proposed project is estimated to provide a substantial positive recurring benefit to the Town of Florida, school district, specials districts, and county through net new real property tax revenues. The project will result in the creation of at least 750 jobs that offer competitive wages and benefits forresidents of the region. In addition to the significant increase in the Town's private sector employment opportunities, there will be indirect jobs to be created in the local area through business-to-business supply chain opportunities and new employees spending a portion of their wages locally creating indirect and induced job creation, sale tax revenue, and earnings.

(**See Attachment A for more information on Workforce Development/Training)

CERTIFICATION **See Attachment E for Amazon.com Services LLC

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

Date Signed: June 25, 2025

Name of Person Completing Project Questionnaire on behalf of the Company.

Name: Stephen J Butte
Title: Manager
Phone Number: 610-724-0847
Address: 52 Lochwood Lane
West Chester Pa 19380

Signature:

SCHEDULE A

CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company. ** See "Summary of Project" above, Section IV above, and Attachment A - Section IV Employment Impact

New Job Skills	Number of Positions Created	Range of Salary and Benefits

Should you need additional space, please attach a separate sheet.

SCHEDULE B

**See Attachment F for Amazon.com Services LLC

CONSTRUCTION EMPLOYMENT AGREEMENT

Recognizing the mission of the Industrial Development Agency of Montgomery County (IDA) to promote construction employment opportunities for residents of Montgomery County and in consideration of the extension of financial assistance by the IDA, BMG Albany, LLC (Project Beneficiary) understands that it is the Agency's policy that benefiting companies should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. BMG Albany, LLC (Project Beneficiary) also agrees to provide an estimate of the number, type and duration of construction jobs to be created through IDA financial assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon project completion BMG Albany, LLC (Project Beneficiary) shall, if requested by the Agency, submit to the IDA a Construction Completion Report in which is identified names and business addresses of the prime contractor, subcontractors and vendors engaged in the construction of the facility.

Company: BMG Albany, LLC
Company Representative for Contract Bids and Awards:
Sean Baggett
Mailing Address:
100 Front Street, Suite 1225
West Conshohocken, PA 19428
Phone: 781-794-3628 Fax: N/A
Email: sbaggett@bluewaterpg.com

General Contractor, if determined
Company: TBD
Representative: TBD
Mailing Address:
TBD

Phone: TBD Fax: TBD
Email: TBD

Construction start date is estimated to be Q3 2025 - Q2 2026 with occupancy to be taken on

Construction Phase or Process	Duration of Construction Phase	# to be Employed
Core & Shell Envelope	18-24 Months (pending General Contract Bids)	398 (direct est)
MHE Install	TBD	TBD

(Attach additional sheets if needed)

Name of Applicant: BMG Albany, LLC Dated: 6/25/25

Company Position: Manager Signed:

ATTACHMENT A

Attachment A – Amazon.com Services, LLC

Montgomery County Industrial Development Agency

Application for Financial Assistance: Amazon.com Services LLC

** Amazon.com Services LLC and/or an individual(s), affiliate, subsidiary, or entity or entities formed or to be formed have submitted an application to the Agency, a copy of which is on file at the office of the Agency.

It is contemplated that either: (i) Amazon.com Services LLC will be only the operator/tenant of the facility, or (ii) Amazon.com Services LLC will be both the owner and operator/tenant of the facility.

In the first instance (Amazon.com Services LLC as only operator/tenant) this Attachment is provided to address certain sections/questions related to the Application for Financial Assistance (the "Application") as applicable to Co-Applicant, Amazon.com Services LLC (the "Company"), as the tenant only, and being the joint-applicant (a "Co-Applicant") with BMG Albany, LLC or an Amazon.com Services LLC affiliate/subsidiary, and in such a case Amazon.com Services LLC, will be the tenant/operator in the project facility to be constructed and owned by BMG Albany, LLC or an Amazon.com Services LLC affiliate/subsidiary.

In the second instance (Amazon.com Services LLC as both owner and operator/tenant) this Attachment is provided to similarly address certain sections/questions related to the Application as if Amazon.com Services, LLC, was the sole Applicant and the owner and operator of the facility, and the sum total of all expenditures and financial assistance, as depicted in the form of Application and in this Attachment, would accrue to Amazon.com Services LLC.

In either scenario, Amazon.com Services LLC is submitting as Co-Applicant or Applicant for a Project ultimately seeking a PILOT, and sales and use tax exemption for the purposes of constructing and operating an e-commerce distribution/warehouse facility.

Local Labor Participation

BMG Albany, LLC anticipates that at least 398 construction workers will be utilized to facilitate the project construction/development. Most recently, Amazon.com Services LLC has been co- applicant with respect to similarly sized (square footage and costs) projects in Onondaga County, completed in May 2022, Monroe County, completed in October 2023, and Niagara County, currently under construction. All three projects utilized Industrial Development Agency Financial Assistance that required use of local labor. Due to documented lack of workers available residing in those respective local labor areas during the construction of those projects, actual local labor usage for the Onondaga, Monroe, and Niagara County IDA projects were and are at or above 70%. Based on these recent and real-time examples of the need to utilize out of area workers, in addition, due to the current and anticipated number of construction projects occurring in the Montgomery County local labor area, the co-applicants goal is to be as close to approximately 70% local labor participation of all project employees of the general contractor, subcontractor, or subcontractor to the subcontractor working on the project permanently reside within the Montgomery County local labor area.

Application Information.

Applicant (Co-Applicant) Information

Amazon.com Services LLC
410 Terry Ave. North Seattle,
WA 98109

Contact Name: Brad Griggs
Title: Director, Economic Development
Phone: 646-927-6819
Email: brgriggs@amazon.com

Co-Applicant's Counsel

Robert G. Murray, Esq.
Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York, 14210
716-200-5180
Email:bmurray@harrisbeach.com

Summary of Project Information.

Applicant (Co-Applicant) Information
Amazon.com
Services LLC

Contact Person: Brad Griggs
Phone: 646-927-6819

Section I.

B) Management of Company:

All statement by Company, below, are made as of the date of this Application.

1. List all owners, officers, members, directors and partners (complete all columns for each person):

   Principal Owners: Amazon.com Services LLC is a wholly-owned subsidiary of Amazon.com, Inc., a publicly-traded company. Amazon.com, Inc. lists Amazon.com Services LLC as a "significant subsidiary" in its annual 10-K filing with the SEC

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation?

   The Company is an affiliate of a public company that routinely faces pending and threatened litigation. Such actions are unlikely to have a significant negative impact on the Company's financial status or impact the Project that is the subject of this Application.

3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)?

   To undersigned's knowledge, with respect to officers of the Company being convicted of felonies within the last three (3) years, no, except as may be provided for in the SEC Filings.

4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt?

   To undersigned's knowledge, with respect to the last five (5) years, no, except as may be provided for in Amazon.com Inc.'s annual or quarterly filings with the Securities and Exchange Commission, which can be found within the below link (collectively, the "SEC Filings"):
   (https://ir.aboutamazon.com/sec-filings/default.aspx)

Section IV – Employment Impact.

D) The Project will offer a significant number of part-time and full-time employment opportunities, benefitting families and community residents, that include a comprehensive benefits package for people with a variety of skillsets and work experiences. The Project will allow those new to the work force to learn new skills and will provide on-the-job experience that is transferable to advancement positions or other industries. The Project will also enable employees to obtain valuable networking and reference resources for future advancement and other opportunities.

At the proposed facility there are different types of roles that include:

§ General Manager

§ Senior Operations Managers

§ Operations Managers (lead large parts of the operations)

§ Area Managers (lead specific areas reporting into Operations Managers)

§ Safety Managers and team (including a Wellness Center)

§ Loss Prevention Managers and team

§ Quality Managers and team

§ Learning Managers and team

§ Human Resources Managers and team

§ Hourly Associates

Workforce Development/Training: Amazon has committed $1.2 billion to provide 300,000 employees with access to education and skills training programs—including college tuition for front-line employees as part of Amazon's Upskilling 2025 pledge.

Upskilling programs help employees gain in-demand skill sets and propel them into new careers. The company-funded training programs offered through Upskilling 2025 support Amazon employees as they learn critical skills to move into in-demand, higher-paying technical or non- technical roles within Amazon and beyond.

Career Choice: Career Choice is Amazon's pre-paid tuition program for operations employees looking to further their education. Amazon will pre-pay full college tuition at select education partners across the country. Currently, Amazon has 4 national partners and 18 State University of New York (SUNY) and City University of New York (CUNY) schools in the Career Choice network. Amazon employees based in the Montgomery County Region can take classes locally at SUNY Albany and online with SUNY Empire State College. In addition to funding associate and bachelor's degrees, Amazon's Career Choice will also fund high school completion, GED's, and ESL proficiency certifications. Since launching Career Choice in 2012, over 200,000 Amazon employees across 14 countries worldwide have received training for high-demand occupations including aircraft mechanics, computer-aided designers, commercial truck drivers, medical assistants, nurses, and more.

The program will be available to Amazon hourly employees who have been employed for 90 days. Employees have access to annual funds for education as long as they remain at the company, with no limit to the number of years they can benefit.

The Project will contain an onsite classroom so college and technical classes can be taught inside the fulfillment center, making employees' participation in Career Choice even more seamless by reducing the need to commute to classes.

Amazon Benefits: Along with a starting pay of at least $18/hour, Amazon offers a range of great benefits that support employees and eligible family members, including domestic partners and their children. These comprehensive benefits begin on day one and include health care coverage,

paid parental leave, ways to save for the future, and other resources to improve health and well- being.

Below is a list of benefits offered to full-time associates. Benefits availability may vary depending on number of hours worked a week.

Medical. Plans include coverage for prescription drugs, emergency and hospital care, mental health, X-rays, lab work, etc. There are no pre-existing condition exclusions with any of Amazon's medical plans. Employees have a choice of multiple plans. All plans cover preventive care 100%.

Dental. All preventative coverage, including cleanings and x-rays, is fully covered and the deductible is waved. Orthodontic coverage available.

Vision. Annual basic eye exam, lenses, and basic frames fully covered annually.

Infertility Benefits. Amazon partners with Progyny, the leading infertility benefits provider, to provide our employees with infertility treatment coverage.

Amazon 401(k) Plan. All Amazon employees are eligible to join the plan immediately upon their date of hire. Amazon will provide a 50% match for contributions up to 4% of eligible pay.

Flexible Spending Accounts. Flexible Spending Accounts (FSAs) provide a convenient way to pay for certain eligible health care and/or dependent care expenses with pre-tax dollars. Health Care FSA can be used to pay for health insurance copays, deductibles and other eligible services and supplies not covered by medical, dental or vision plans. The Dependent Care FSA can only be used to pay expenses for dependent care, such as child or elder care.

Disability Insurance. Available to employees working more than 30 hours a week. Amazon provides both short-term and long-term disability coverage at no cost to the associate. Both plans provide partial income (60% of eligible salary up to certain limits) if the associate becomes medically disabled.

Mental Health Care and Daily Living Assistance. Free counseling services and referrals are available 24/7 for any Amazon employee or household member. Referrals are available for legal and financial issues and for personal convenience and care needs (child care, elder care, relocating, and other personal needs).

Cost Benefit Analysis Questionnaire:

Projected Profit/Operating Impact: The Company is a wholly-owned subsidiary of Amazon.com, Inc., a publicly-traded company. Amazon.com, Inc. lists Amazon.com Services LLC as a "significant subsidiary" in its annual 10-K filing with the SEC. As a significant subsidiary, the Company is subject to the parent company reporting obligations that limit its ability to selectively estimate such forward-looking projected profitability and operating impact that are not publicly disseminated through appropriate disclosure.

ATTACHMENT B

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Attachment B – Amazon.com Services LLC
Montgomery County Industrial Development Agency
Application for Financial Assistance

I. REPRESENTATIONS BY AMAZON.COM SERVICES LLC: Amazon.com Services LLC understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the "NYS-45"), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the "Public Benefits") and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. To the undersigned's immediate knowledge, neither this Application nor any other agreement, document, certificate, project financials or written statement furnished to the Agency or by or on behalf of the Company in connection with the project contemplated by the Company contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no

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fact within the immediate knowledge of the undersigned which has not been disclosed herein or in writing to the Agency and which materially adversely affects or in the future, in the opinion of the undersigned, insofar as the undersigned can reasonably foresee, materially adversely affect the business, properties, assets or condition financial or otherwise of the Company.

G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to my immediate knowledge and information acquired in the course of duties/responsibilities for the company and not on any independent review or investigation of any agreements, instruments, or records to which the company may be a party or subject to, and without any review or investigation as to the existence of any claims, litigation, actions, proceedings, pending or threatened against or relating to the company.

(Signature on Next Page)

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Signature Page to Attachment B – Representations

Amazon.com Services LLC
Applicant

By: Signed by: Holly Sullivan
0A2BC09C2CF24F7...

Title: Vice President, WW Economic Development

ATTACHMENT C

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

ATTACHMENT C – Amazon.com Services LLC
Montgomery County Industrial Development Agency
Application for Financial Assistance

VERIFICATION
Amazon.com Services LLC

STATE OF Texas)
) **SS.:**
COUNTY OF Travis)

I, Holly Sullivan, signing in my official capacity as an officer of the Applicant, as of the date indicated below my signature, and except as disclosed within the annual 10-K filing (https://ir.aboutamazon.com/sec-filings/default.aspx) of Amazon.com Inc. (Amazon.com Services LLC is a wholly owned subsidiary of Amazon.com Inc.) verify that I am an officer of Amazon.com Services LLC (the "Applicant") and that I am a person authorized to bind the Applicant, and I have read the foregoing Application, which includes and incorporates the all attachments and exhibits, and know the contents thereof and that the same is true, accurate, and complete to my immediate knowledge, as subscribed and affirmed under the penalties of perjury. The grounds of my beliefs relative to all matters in the said Application are stated upon my immediate knowledge and information acquired in the course of my duties/responsibilities for the Applicant and not on any independent review or investigation of any agreements, instruments or records to which Applicant may be a party or subject to, and without any review or investigation as to the existence of any claims, litigation, actions, proceedings, pending or threatened against or relating to the Applicant.

(SIGNATURES ON NEXT PAGE)

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Signature Page to Attachment C - Verification

Amazon.com Services LLC

Signed by:
Holly Sullivan
0A2BC09C2CF24F7...
Applicant Representative's Signature

Title: Vice President

Date: 8/18/2025

Subscribed and sworn to before me this
18th day of August, 20 25.

DocuSigned by:
John Vogan
027483CE7E91450...
Notary Public

JOHN VOGAN
NOTARY PUBLIC
STATE OF TEXAS
Commission #134140847
My Comm. Expires January 2, 2027

The notarization was performed using communication technology.

ATTACHMENT D

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Attachment D – Amazon.com Services LLC
Montgomery County Industrial Development Agency
Application for Financial Assistance: Co-Applicant Information

HOLD HARMLESS AGREEMENT
Amazon.com Services LLC

Applicant hereby releases Montgomery County Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein is favorably acted upon by the Agency, (ii) the Agency's financing of the Project described therein; and (iii) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other reasonable expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all reasonable costs incurred by the Agency in the processing of the Application, including reasonable attorneys' fees, if any.

(Signature on Next Page)

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Signature Page to Attachment D Hold Harmless Agreement

Amazon.com Services LLC

BY: Signed by: Holly Sullivan
0A2BC09C2CF24F7...

Sworn to before me this
18th day of August, 2025.

DocuSigned by: John Vogan
077483CF7F91458...
(Notary Public)

JOHN VOGAN
NOTARY PUBLIC
STATE OF TEXAS
Commission #134140847
My Comm. Expires January 2, 2027

The notarization was performed using communication technology.

ATTACHMENT E

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Attachment E – Amazon.com Services LLC
Montgomery County Industrial Development Agency
Application for Financial Assistance: Co-Applicant Information

CERTIFICATION
Amazon.com Services LLC

I certify and affirm, under penalty of perjury, that statements made in the responses provided in this Questionnaire are true, accurate, and complete to my immediate knowledge and information acquired in the course of my duties/responsibilities for Amazon.com Services LLC (the "Company") and not based on any independent review or investigation.

I understand that the foregoing information and attached documentation will be relied upon and constitute inducement for the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information. I further agree that I will advise the Agency of any material changes in such information and will answer any further questions regarding the Project prior to closing.

(Signature on Next Page)

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Signature Page to Attachment E – Certification

Date Signed: August 18th, 2025.	**Name of Person Completing Project Questionnaire on behalf of Amazon.com Services LLC** Name: Holly Sullivan Title: Vice President Phone Number: Address: **Signature** Signed by: Holly Sullivan 0A2BC09C2CF24F7...

ATTACHMENT F

Docusign Envelope ID: E762E45E-59BC-4BFC-867E-27C7B8E44902

Attachment F - Amazon.com Services LLC
Montgomery County Industrial Development Agency
Application for Financial Assistance: Co-Applicant Information

SCHEDULE B

CONSTRUCTION EMPLOYMENT AGREEMENT

Recognizing the mission of the Industrial Development Agency of Montgomery County (IDA) to promote construction employment opportunities for residents of Montgomery County and in consideration of the extension of financial assistance by the IDA, Amazon.com Services LLC (Project Beneficiary) understands that it is the Agency's policy that benefiting companies should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. Amazon.com Services LLC (Project Beneficiary) also agrees to provide an estimate of the number, type and duration of construction jobs to be created through IDA financial assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon project completion Amazon.com Services LLC (Project Beneficiary) shall, if requested by the Agency, submit to the IDA a Construction Completion Report in which is identified names and business addresses of the prime contractor, subcontractors and vendors engaged in the construction of the facility.

Company: Amazon.com Services LLC
Company Representative for Contract Bids and Awards:
Brad Griggs
Mailing Address:
410 Terry Avenue
North Seattle, WA 9819
Phone: 646-927-6819 Fax: N/A
Email: brgriggs@amazon.com

General Contractor, if determined
Company: TBD
Representative: TBD
Mailing Address:
TBD

Phone: TBD Fax: TBD
Email: TBD

Construction start date is estimated to be Q3 2025 - Q2 2026 with occupancy to be taken on

Construction Phase or Process	Duration of Construction Phase	# to be Employed
Core & Shell Envelope	18-24 Months (pending General Contract Bids)	398 (direct est)
MHE Install	TBD	TBD

(Attach additional sheets if needed)

Name of Applicant: Amazon.com Services LLC Dated: 8/18/2025

Company Position: Vice President, WW Economic Development Signed: Signed by: Holly Sullivan 0A2BC09C2CF24F7...

ATTACHMENT G

New Construction - Industrial Project

15 YEAR PILOT

Full Value	$ 294,420,424.00	3.2 M Sq Ft *92.00/Sq Ft	
Equalization Rate	84.50%		
Assessed Value	$ 248,785,258.28		

PILOT

		PILOT SCHEDULE															
Taxing Jurisdication	Rate	25% Year 1	25% Year 2	25% Year 3	25% Year 4	25% Year 5	50% Year 6	50% Year 7	50% Year 8	50% Year 9	50% Year 10	75% Year 11	75% Year 12	75% Year 13	75% Year 14	75% Year 15	
County	10.003834	$ 622,201.61	$ 622,201.61	$ 622,201.61	$ 622,201.61	$ 622,201.61	$ 1,244,403.21	$ 1,244,403.21	$ 1,244,403.21	$ 1,244,403.21	$ 1,244,403.21	$ 1,866,604.82	$ 1,866,604.82	$ 1,866,604.82	$ 1,866,604.82	$ 1,866,604.82	$ 18,666,046.19
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
GASD	14.09933	$ 876,926.36	$ 876,926.36	$ 876,926.36	$ 876,926.36	$ 876,926.36	$ 1,753,852.73	$ 1,753,852.73	$ 1,753,852.73	$ 1,753,852.73	$ 1,753,852.73	$ 2,630,779.09	$ 2,630,779.09	$ 2,630,779.09	$ 2,630,779.09	$ 2,630,779.09	$ 26,307,790.92
		$ 1,499,127.97	$ 1,499,127.97	$ 1,499,127.97	$ 1,499,127.97	$ 1,499,127.97	$ 2,998,255.94	$ 2,998,255.94	$ 2,998,255.94	$ 2,998,255.94	$ 2,998,255.94	$ 4,497,383.91	$ 4,497,383.91	$ 4,497,383.91	$ 4,497,383.91	$ 4,497,383.91	**$ 44,973,839.11**

Normal Tax

																Totals
Taxing Jurisdication	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
County	10.003834	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 2,488,806.43	$ 37,332,096.38
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		$ -															
GASD	14.09933	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 3,507,705.46	$ 52,615,581.83
		$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	$ 5,996,511.88	**$ 89,947,678.22**
	SAVINGS	$ 4,497,383.91	$ 4,497,383.91	$ 4,497,383.91	$ 4,497,383.91	$ 4,497,383.91	$ 2,998,255.94	$ 2,998,255.94	$ 2,998,255.94	$ 2,998,255.94	$ 2,998,255.94	$ 1,499,127.97	$ 1,499,127.97	$ 1,499,127.97	$ 1,499,127.97	$ 1,499,127.97	

Total Savings **$ 44,973,839.11**

Disclaimer Notice: *Please note that these numbers are based on assusmptions on the property in question with a sq foot value of $92.00/sq ft*

these rates will change from year to year. There are no capabilities of projecting what the the future rates will be.

SCHEDULE E

FORM OF ANNUAL STATUS REPORT

January __, 20__

Re: New Project Verification

Dear _____:

The Montgomery County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the Town of Florida, Montgomery County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by _____. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:
Contact phone number:
(Please-correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?
Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at December 31, 20__ _____
- Principal paid during 20__ _____
- Outstanding principal balance of such bond or note at December 31, 20__ _____

Interest rate on mortgage as of December 31, 20__ _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 20__?
Yes No

If so, please provide the amount of sales tax savings received for each year _____

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 20__?
Yes No

The amount of the mortgage recording tax that was abated during 20__: _____

Job Information

Number of full time equivalent employees ("FTE") existing jobs by category **before IDA status**:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Current number of FTE employees for 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **created** during 20__ as a result of the assistance received through the IDA by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **retained** during 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 20__ _____

Number of FTE construction jobs during 20__ _____

Salary and Fringe Benefits

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts using the table below:

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Mohawk Valley Economic Development Region[1]				

[1] The Mohawk Valley Economic Development Region consists of the following counties: Oneida, Herkimer, Fulton, Montgomery, Schoharie and Fulton.

Capital Investment Information

20__ Capital Investment	_____
Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

Officer's Certification

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of June 1, 2026 by and between the Company and Montgomery County Industrial Development Agency, including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: _____
(Authorized Company Representative)

Date: _____

SCHEDULE F

CERTIFICATION FOR COVERED PROJECTS

- SEE ATTACHED –

Bureau of Public Work
State Office Building Campus
Building 12 – Room 130
Albany, New York 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Official Use Only
Date received: _____
PRC No. previously issued: _____

Certification For Covered Project

Request For Wage and Supplement Information

Submit this form to certify if a project is covered by LL 224-a or to request a Public Subsidy Board covered project determination. May be mailed to above address or emailed to: labor.sm.5184851870Fax@labor.ny.gov

Complete Fillable Fields or Form Must be Typewritten Submitted By: ☐ Owner ☐ Developer

A. Contract to be let by:

1. Name: _____
   Complete Address: _____
   Telephone: _____ Fax: _____
   Email: _____
2. Send Reply to: _____
   Complete Address: _____
   Telephone: _____ Fax: _____
   Email: _____
3. Contract Date: _____
   Construction Start Date: _____
   (may be approximate if no specific date)
   Contract Name or ID Number: _____
4. Prime Contractor(s): _____
   List Known Sub-contractors:

B. Project Particulars

5. Project Name: _____
   Description of Work:

6. Location of Project: _____
   Address: _____
7. Nature of the Project (check all that apply):
   - ☐ New Construction
   - ☐ Addition to Existing Structure
   - ☐ Demolition, Abatement
   - ☐ Reconstruction, Maintenance, Repair, Alteration
   - ☐ Heavy/Highway
   - ☐ Sewer/Water Line
   - ☐ Renewable Energy
   - ☐ Thermal Energy Network
   - ☐ Other: _____
8. List All Subsidies and Source:

Total Project Cost: $ _____ **Total Amount of Subsidies: $** _____

Subsidies Equate to _____ **Percent(%) of Total Project Costs**

9. Name and Title: _____

   Signature: _____

REQUIREMENTS OF ARTICLE 8 SECTION 224-a OF THE NEW YORK STATE LABOR LAW

Each owner and developer subject to the requirements of this section shall comply with the objectives and goals of minority and women-owned business enterprises pursuant to article fifteen-A of the executive law and service-disabled veteran-owned businesses pursuant to article seventeen-B of the executive law.

10. Is the Owner a minority, women, and/or service-disabled veteran owned business? _____

11. Is the Developer (if different from owner) a minority, women, and/or service-disabled veteran owned business? _____

12. List all Contractors and Sub-Contractors who are minority, women, and/or service-disabled veteran owned business:

CERTIFICATION / REQUEST FOR DETERMINATION

As of _____ (Date) and for a certain project, entitled _____ (Project Title), _____ (Name of Certifier), _____ (Title of Certifier), certifies under penalty of perjury pursuant to NYS Labor Law 224-a.8.a. that:

☐ It is unknown if this project is subject to the provisions of NYS Labor Law 224-a and a binding determination from the Public Subsidy Board is hereby requested.

☐ This project is subject to the provisions of NYS Labor Law 224-a

☐ This project is not subject to the provisions of NYS Labor Law 224-a
(if not subject, check all that apply)

- ☐ Total construction project costs are under $5 million dollars.
- ☐ Total aggregate public funding equates to less than 30% of total construction project Costs.
- ☐ The project is exempted by one of the provisions of Subdivision 4 of NYS Labor Law 224-a.
  Please specify: _____
- ☐ The public funding is exempted by one of provisions of Subdivision 3 of NYS Labor Law 224-a.
  Please specify: _____

Signature: _____ Address of Certifier:

Date: _____

The certification should be signed by members of management who are responsible for and knowledgeable, directly or through others in the organization, about the matters covered by the assertion.

REQUIREMENTS OF ARTICLE 8
(SECTIONS 220 THRU 224-C)
OF THE NEW YORK STATE LABOR LAW
COVERED PROJECTS SUBJECT TO PREVAILING WAGE:

A "covered project" means construction work done under contract which is paid for in whole or in part out of public funds where the amount of all such public funds, when aggravated, total at least thirty percent of the total construction project costs and where such project costs are over five million dollars.

"Public funds" shall mean any of the following: (a) The payment of money, by a public entity, or a third-party acting on behalf of and for the benefit of a public entity, directly to or on behalf of the contractor, subcontractor, developer or owner that is not subject to repayment, (b) the savings achieved from fees, rents, interest rates, or other loan costs, or insurance costs that are lower than market rate costs; savings from reduced taxes as a result of tax credits, tax abatements, tax exemptions or tax increment financing; savings from payments in lieu of taxes; and any other savings from reduced, waived, or forgiven costs that would have otherwise been at a higher or market rate but for the involvement of the public entity, (c) money loaned by the public entity that is to be repaid on a contingent basis, and (d) credits that are applied by the public entity against repayment of obligations to the public entity.

"Public funds" shall NOT mean any of the following: (a) benefits under section 421-a of the Real Property Tax Law, (b) funds that are not provided primarily to promote, incentivize, or ensure that construction work is performed, (c) funds used to incentivize or ensure the development of a comprehensive sewage system, provided such work shall be deemed a public work, (d) tax benefits provided for projects the length and value of which are not able to be calculated at the time the work is to be performed, (e) tax benefits related to brownfield remediation or brownfield redevelopment, (f) funds provided pursuant to subdivision 3 of section 2853 of the Education Law, and (g) any other public monies, credits, savings or loans, determined as exempt by the Public Subsidy Board established pursuant to section 224-c of the New York State Labor Law. Such covered projects are subject to the prevailing wage requirements of section 220 and 220-b of the New York State Labor Law.

Exemptions from what constitutes a covert project subject to prevailing wage can be found in section 224-a.4 and include but are not limited to: construction work performed under a contract with certain not-for-profit corporations, construction work performed on certain affordable housing projects, construction work performed under a labor peace agreement, project labor agreement, or pre-hire collective bargaining agreements between an owner or contractor and a bona fide building and construction trade labor organization which has established itself as the collective bargaining representative for all persons who will perform work on such a project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform work on such a project.

The owner or developer of such covered projects shall certify under penalty of perjury within five days of commencement of construction work whether the project at issue is subject to the provisions of this section using the Certification for Covered Project/Request for Wage and Supplement Information form

The owners or developers of a property who are undertaking a project under private contract, may seek guidance from the Public Subsidy Board and the board may render a binding determination as to any particular matter related to an existing or potential covered project. Requests for a Board determination must be made by submitting this form (PW-39a) to the Bureau of Public Work via mail or the email listed at the top of page 1. All correspondence to the Public Subsidy Board may be sent to:

New York State Department of Labor – Bureau of Public Work
Attn: Public Subsidy Board Secretary
State Office Building Campus
Building 12 – Room 130
Albany, NY 12226

Information regarding the Public Subsidy Board, its bylaws and procedures, meeting agendas, recordings of past meetings, and list of determinations issued by the Board can be found at: https://dol.ny.gov/public-subsidy-board

PREVAILING RATE SCHEDULE:
The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The prevailing rate schedule of wages and supplements listing the hourly rates for the trades and the occupations of the workers to be employed on the project may be obtained from the Bureau of Public Work of the New York State Department of Labor by completing and forwarding the Certification for Covered Project/ Request for Wage and Supplement Information form. A legible statement of all applicable wage rates and supplements MUST be posted by all contractors and subcontractors in a prominent and accessible place on the site where the work is performed. The posting must be capable of withstanding adverse weather conditions and be titled "Prevailing Rate of Wages," in lettering no smaller than 2 inches in height and 2 inches in width.

All contractors and subcontractors shall notify all laborers, workers or mechanics in their employ in writing on all pay-stubs of the prevailing rate of wage for their job classification(s).

All contractors and subcontractors shall keep original payrolls or transcripts thereof, subscribe and sworn to or affirmed by him or her as true under the penalties of perjury, setting forth the names and addresses and showing for each worker, laborer, or mechanic the hours and says worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided.

WITHHOLDING OF PAYMENTS FROM CONTRACTORS:
If the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b of the Labor law to so notify the financial officer of the Department of Jurisdiction that awarded the contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor.

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

STOP WORK ORDERS:
If the Bureau of Public Work finds cause to believe that any person, in connection with the performance of a covered project, has substantially and materially failed to comply with or intentionally invaded the provisions of this article, the fiscal officer may notify such a person in writing of the intention to issue a stop-work order and their right to a hearing. If a stop-work order is issued following a hearing it shall remain in effect until the Commissioner of Labor directs that it be removed, upon a final determination on the complaint or where such failure to comply or evade has been deemed corrected.

CHANGE WORK ORDERS AND COST OVERRUNS:
For projects where within five days of commencement of construction the total construction costs were estimated to be below five million dollars or the total aggregate public funds were below 30% of total construction costs exceeding five million dollars, any change-work orders, cost overruns or an increase in public funding that results in total project costs exceeding five million dollars or public funds exceeding 30% of total construction costs were total costs exceed five million dollars, the provisions of section 224-a will become applicable and the project shall be thereafter deemed a covered project.

The Certification for Covered Project/Request for Wage and Supplement Information form must then be completed and submitted within five business days.

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 05/13/2026

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS
Willis Towers Watson Insurance Services West, Inc
500 N Akard St,
Suite 4300
Dallas, Texas 75201 US

PHONE (A/C, No, Ext): 1-877-945-7378

FAX (A/C, No): 1-888-467-2378

E-MAIL ADDRESS: AmazonBRTeam@willistowerswatson.com

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

NAMED INSURED AND ADDRESS
Amazon.com, Inc.
2121 7th Avenue
Seattle, WA 98109

ADDITIONAL NAMED INSURED(S)

COMPANY NAME AND ADDRESS
Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 601961056

NAIC NO: 16535

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: **Builder's Risk**

LOAN NUMBER

POLICY NUMBER: **MBR 7466238-02**

EFFECTIVE DATE: **12/03/2025**

EXPIRATION DATE: **05/01/2028**

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)

☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
MSV1
Project Location: 1717 New York 5S, Amsterdam, New York 12010
Latitude: 42.929355 Longitude: -74.20215

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION — PERILS INSURED: ☐ BASIC ☐ BROAD ☐ SPECIAL ☒ BUILDER'S RISK

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: **$996,884,187** Hard Costs: **$991,884,187** DED: **$500,000.00**

	YES	NO	N/A			
BUSINESS INCOME RENTAL VALUE	X			If YES, LIMIT: **Soft Costs $5,000,000**		Actual Loss Sustained; # of months:
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above:		
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X			
IS DOMESTIC TERRORISM EXCLUDED?			X			
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: **$5,000,000.00**	DED: **$500,000.00**	
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X				
REPLACEMENT COST	X					
AGREED VALUE			X			
COINSURANCE		X		If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)			X	If YES, LIMIT:	DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: **Included**	DED: **$500,000.00**	
- Demolition Costs	X			If YES, LIMIT: **$5,000,000.00**	DED: **$500,000.00**	
- Incr. Cost of Construction			X	If YES, LIMIT:	DED:	
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: **$0.00**	DED: **TBA**	
FLOOD (If Applicable)	X			If YES, LIMIT: **$0.00**	DED: **TBA**	
WIND / HAIL INCL ☒ YES ☐ No Subject to Different Provisions:	X			If YES, LIMIT: **$0.00**	DED: **TBA**	
NAMED STORM INCL ☒ YES ☐ No Subject to Different Provisions:	X			If YES, LIMIT: **$0.00**	DED: **TBA**	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

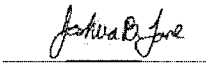
ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☒ ADDITIONAL INSURED

LENDER SERVICING AGENT NAME AND ADDRESS

NAME AND ADDRESS
See Page 2

AUTHORIZED REPRESENTATIVE



Digitally Signed By:
Willis Towers Watson
signature@willstowerswatson.com
Via Injala Kinetic Portal
05/13/2026 12:01 PM

AGENCY CUSTOMER ID: _____

LOC #: _____

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc		**Amazon.com, Inc. 2121 7th Avenue Seattle, WA 98109**
POLICY NUMBER **See Page 1**		EFFECTIVE DATE: **See Page 1**
CARRIER **See Page 1**	NAIC CODE **See Page 1**	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **28** FORM TITLE: **Evidence of Commercial Property**

Any legal entity is included in the policy as Additional Insured only as their respective interest in the Covered Property when it is agreed in a written contract or agreement with the Named Insured.

The Following Contractors and Subcontractors are additional insureds under this policy.

- Layton Construction Company
- Scurto Cement Construction Ltd.
- Conewago Manufacturing LLC
- FabSouth LLC (SC Steel)
- Cabinet Masters, Inc.
- Henderson-Johnson Co., Inc.
- Gleeson Powers, Inc.
- O'Hara's Son Roofing Company LLC
- Graydaze Contracting, Inc.
- Cook & Boardman Group, LLC
- Overhead Door Corporation
- Exposed Design Group LLC
- New England Finish Systems LLC
- West-Winds Contracting, Inc
- NPSG Global, LLC
- Identity Signs, LLC
- Wilcox Building Specialties, Inc.
- Porta-King Building Systems Inc
- Schindler Elevator Corporation
- OTIS Elevator Company
- Shambaugh & Son, L.P.
- John W. Danforth Company
- CBRE, Inc. • Ferguson Electric Inc
- ComNet Communications, LLC
- ITG Larson
- Keller North America, Inc.
- Zoladz Construction Co., Inc.
- Brightview Landscape Services
- Octagon Services, Inc. (Shelters Direct)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. Four Embarcadero Center, Suite 1100 San Francisco, CA 94111 Attn: Email: Seattle.Certrequest@marsh.com CN103030681-AMZN*-GAWUX-25-	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Amazon.com, Inc. Attn: Risk Management 410 Terry Avenue North Seattle, WA 98109	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Old Republic Insurance Company — 24147 **INSURER C :** Fireman's Fund Indemnity Corporation — 11380 **INSURER D :** See Additional Page for Participating Carriers **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-004172556-03 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X SIR: $9,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLO4020314-02 *The Combination of SIR and Deductibles complies with the contractually required limit*	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB 318387 25 Auto Physical Damage is Self-Insured.	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000,000			USZ000805251	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		See Additional Page	04/01/2025	04/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Liability (Auto)			MWZX 318388 25	04/01/2025	04/01/2026	Occurrence/Aggregate	9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respect to Montgomery County Industrial Development Agency Additional Insured for the General Liability, Automobile Liability and Umbrella Liability policies is provided automatically, subject to policy terms and conditions, and where required by written contract.

CERTIFICATE HOLDER

Montgomery County Industrial
Development Agency
113 Park Drive
Fultonville, NY 12072

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Amazon.com, Inc. Attn: Risk Management 410 Terry Avenue North Seattle, WA 98109
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE (CON'T)
C. American Zurich Insurance Company - NAIC #40142
D. LM Insurance Corporation - NAIC #33600
E. Indian Harbor Insurance Company - NAIC #36940

WORKERS COMPENSATION & EMPLOYERS LIABILITY (CON'T)
Insurer C. Policy No. WC402028203 (East States: AL, AR, CT, DC, DE, FL, GA, IN, KY, MD, ME, MI, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT, WV) (stop gap in ND, WA & WY)
Insurer C. Policy No. WC467851013 (MA, WI)
Insurer C. Policy No. WC9984156-04 (LA, OK)
Insurer D. Policy No. WA5-C2D-095303-075 (West States: AK, AZ, CA, CO, HI, IA, ID, IL, KS, MO, MT, NE, NM, NV, OR, SD, UT)
Insurer D. Policy No. WC5-C21-095303-065 (MN)
*Workers Compensation coverage does not apply in Texas

EXCESS WORKERS COMPENSATION & EMPLOYERS LIABILITY
Insurer A. Policy # EWS698603806

Policy Period: 04/01/2025 to 04/01/2026
Limits:
Workers Compensation: Per Statute (OH)
Employers Liability:
$1,000,000 Bodily Injury By Accident - Each Accident
$1,000,000 Bodily Injury By Disease - Policy Limit
$1,000,000 Bodily Injury By Disease - Each Employee
Self-Insured Retention: $2,000,000 Each Accident / $2,000,000 Each Employee For Disease

Workers Compensation coverage does not apply in Texas.
Texas Non-Subscriber -
Insurer: E. Policy No.: RES9438149-02
Policy Period: 04/01/2025 to 04/01/2026
Limit of Liability:
Combined Single Limit: Maximum Any One Occurrence $15,000,000 / Maximum Any One Employee $15,000,000
Self-Insured Retention: Voluntary Benefit Plan Indemnity and Employers' Excess Insurance: $35,000,000 Each Loss / $20,000,000 Each Employee

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/02/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS
Willis Towers Watson Insurance Services West, Inc
500 N Akard St,
Suite 4300
Dallas, Texas 75201 US

PHONE (A/C, No, Ext): 1-877-945-7378

FAX (A/C, No): 1-888-467-2378

E-MAIL ADDRESS: AmazonBRTeam@willistowerswatson.com

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

NAMED INSURED AND ADDRESS
Amazon.com, Inc.
2121 7th Avenue
Seattle, WA 98109

ADDITIONAL NAMED INSURED(S)

COMPANY NAME AND ADDRESS
Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 601961056

NAIC NO: 16535

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE
Builder's Risk

LOAN NUMBER

POLICY NUMBER
MBR 7466238-02

EFFECTIVE DATE: **12/03/2025**

EXPIRATION DATE: **05/01/2028**

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)

☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
MSV1
Project Location: 1717 New York 5S, Amsterdam, New York 12010
Latitude: 42.929355 Longitude: -74.20215

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION — PERILS INSURED: ☐ BASIC ☐ BROAD ☐ SPECIAL ☒ BUILDER'S RISK

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: **$996,884,187** Hard Costs: **$991,884,187** DED: **$500,000.00**

	YES	NO	N/A		
BUSINESS INCOME RENTAL VALUE	X			If YES, LIMIT: **Soft Costs $5,000,000**	☐ Actual Loss Sustained; # of months:
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above:	
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		
IS DOMESTIC TERRORISM EXCLUDED?			X		
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: **$5,000,000.00** DED: **$500,000.00**	
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X			
REPLACEMENT COST	X				
AGREED VALUE			X		
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)			X	If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: **Included** DED: **$500,000.00**	
- Demolition Costs	X			If YES, LIMIT: **$5,000,000.00** DED: **$500,000.00**	
- Incr. Cost of Construction			X	If YES, LIMIT: DED:	
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: **$0.00** DED: **TBA**	
FLOOD (If Applicable)	X			If YES, LIMIT: **$0.00** DED: **TBA**	
WIND / HAIL INCL ☒ YES ☐ No Subject to Different Provisions:	X			If YES, LIMIT: **$0.00** DED: **TBA**	
NAMED STORM INCL ☒ YES ☐ No Subject to Different Provisions:	X			If YES, LIMIT: **$0.00** DED: **TBA**	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

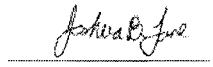
ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☐ ADDITIONAL INSURED

LENDER SERVICING AGENT NAME AND ADDRESS

NAME AND ADDRESS
For Information Only

AUTHORIZED REPRESENTATIVE



Digitally Signed By:
Willis Towers Watson
signature@willstowerswatson.com
Via Injala Kinetic Portal
12/02/2025 04:01 PM

AGENCY CUSTOMER ID: _____

LOC #: _____

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc		**Amazon.com, Inc. 2121 7th Avenue Seattle, WA 98109**
POLICY NUMBER **See Page 1**		EFFECTIVE DATE: **See Page 1**
CARRIER **See Page 1**	NAIC CODE **See Page 1**	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **28** FORM TITLE: **Evidence of Commercial Property**

Any legal entity is included in the policy as Additional Insured only as their respective interest in the Covered Property when it is agreed in a written contract or agreement with the Named Insured.

BLUEIND-01 VIKUMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins Co	10172
INSURER B : Westfield Specialty Insurance Comp	16992
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Bluewater Management Group LLC
One Tower Bridge
100 Front Street, Suite 1225
West Cnshohocken, PA 19428

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		G74311192004	5/22/2026	5/22/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			LXS323425N03	5/22/2026	5/22/2027	AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Property Address: 1717 NYS Route 5S, Town of Florida, NY 12010. Montgomery County Industrial Development Agency, Amazon.com Services LLC, Bluewater Management Group LLC and BMG Albany, LLC are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

BMG Albany, LLC
1717 NYS Route 5S
Town of Florida, NY 12010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

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AGENCY CUSTOMER ID: BLUEIND-01 VIKUMAR

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bluewater Management Group LLC One Tower Bridge 100 Front Street, Suite 1225 West Cnshohocken, PA 19428
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability
Policy number: ELD30019387004
Policy term: 5/22/2026 - 5/22/2027
UW: Endurance American Specialty Ins Co
Coverages:
Aggregate: $ 5,000,000
Each Occurrence: $ 5,000,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CN101636071-CRIME-GAWUP-26- 00596 00596

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : XL Insurance America Inc	24554
INSURER C : Starr Indemnity & Liability Company	38318
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : Arch Indemnity Insurance Company	30830
INSURER F :	

INSURED
LAYTON CONSTRUCTION COMPANY, LLC
9090 S. SANDY PARKWAY
SANDY, UT 84070

COVERAGES **CERTIFICATE NUMBER:** NYC-012451244-04 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			11PKG8914317	01/01/2026	01/01/2027	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
				SIR: $500,000			MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
A	**AUTOMOBILE LIABILITY**			11PKG8914317 (AOS)	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
A	X ANY AUTO			11CAB8914417 (MA)	01/01/2026	01/01/2027	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							COMP / COLL DED	$	5,000
B	X **UMBRELLA LIAB** X OCCUR			US00064696LI26A ($10,000,000)	01/01/2026	01/01/2027	EACH OCCURRENCE	$	25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	25,000,000
C	DED X RETENTION $ 10,000			1000588120261 ($15,000,000)	01/01/2026	01/01/2027		$	
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			14WCI8925117	01/01/2026	01/01/2027	X PER STATUTE / OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$	2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000
D	POLLUTION / PROFESSIONAL LIABILITY			CEO742018011 DED: $1M each claim / $3M agg	01/01/2026	01/01/2027	EACH CLAIM		10,000,000
							AGGREGATE		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project name and Address : #47500596 MSV1 AMZ Bluewater Florida, 1717 Route 5 S. Amsterdam, NY 12010
Additional Insured: Amazon.com Services LLC.
Additional Insured: New York State Department of Transportation. Additional Insured; Montgomery County Industrial Development Agency

CERTIFICATE HOLDER

BMG Albany, LLC
100 Front Street, Sute 1225
West Conshohocken, PA 19428

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101636071
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	LAYTON CONSTRUCTION COMPANY, LLC 9090 S. SANDY PARKWAY SANDY, UT 84070
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CRIME:
CARRIER: XL SPECIALTY INSURANCE COMPANY
POLICY: ELU201363-26
EFFECTIVE: 01/01/2026 - 01/01/2027
LIMITS: $10,000,000
DEDUCTIBLE: $250,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 11PKG8914317

Named Insured: GLOBAL INFRASTRUCTURE SOLUTIONS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GLOBAL INFRASTRUCTURE SOLUTIONS INC.
Endorsement Effective Date: 1-1-2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by a written contract.	**As required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by written contract.	**As required by written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
All parties where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2026 Policy No. 14WCI8925117 Endorsement No.

Insured STO BUILDING GROUP INC. Premium

Insurance Company
ARCH INDEMNITY INSURANCE COMPANY

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Select Specialty Hospitals 2000 Hayes Street #1502 Nashville, TN 37203 Project 242015 Select Specialty Hospital Medical Elevator Upgrades in TN As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Select Specialty Hospitals 2000 Hayes Street #1502 Nashville, TN 37203 As required by contract.
Location And Description of Completed Operations: Project 242015 Select Specialty Hospital Medical Elevator Upgrades in TN As required by contract.
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
City of Pasadena, its Council Members, Commissioners, officers, employees, and agents
As required by written contract.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 11PKG8914317

Named Insured: GLOBAL INFRASTRUCTURE SOLUTIONS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2026

CLOSING ITEM NO.: A-9

CLOSING RECEIPT

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(AMAZON.COM SERVICES LLC PROJECT)

CLOSING RECEIPT, executed this 26th day of June, 2026, by MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency") and AMAZON.COM SERVICES LLC (the "Company").

W I T N E S S E T H :

Capitalized terms used herein which are not otherwise defined herein and which are defined in the lease agreement May 1, 2026 (the "Lease Agreement") by and between the Agency and the Company shall have the meanings ascribed to them in the Lease Agreement, except that, for purposes of this Closing Receipt, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Closing Receipt and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this Closing Receipt and not as of any future date or to any successor or assign.

(1) The Agency (A) has executed, delivered and acknowledged, where appropriate, the Basic Documents to which it is a party, (B) acknowledges receipt of the Basic Documents duly executed and acknowledged, where appropriate, by the Company and (C) acknowledges receipt from the Company of the Agency's administrative fee relating to the Project.

(2) The Company (A) has executed, delivered and acknowledged, where appropriate, the Basic Documents to which it is a party and (B) acknowledges receipt of the Basic Documents duly executed and acknowledged by the Agency, where appropriate.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company have caused this Closing Receipt to be executed in their respective names by their duly authorized officers and dated as of the day and year set forth above.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Closing Receipt to be executed in their respective names by their duly authorized officers and dated as of the day and year set forth above.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

CLOSING ITEM NO.: B-1

GENERAL CERTIFICATE

OF

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

This certificate is made in connection with the execution by Montgomery County Industrial Development Agency (the "Agency") of a lease agreement June 1, 2026 (the "Lease Agreement") by and between Amazon.com Services LLC (the "Company") and the Agency, the Memorandum of Lease Agreement, the Underlying Lease, the Memorandum of Underlying Lease, the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement, (as each of said documents is defined in the Lease Agreement) and any other document to be executed by the Agency (all of the preceding documents being collectively referred to as the "Agency Documents") in connection with the undertaking by the Agency of a project (the "Project") consisting of the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes and real property transfer taxes, (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE AGENCY HEREBY CERTIFIES THAT:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Agency.

2. The Agency is a corporate governmental agency constituting a public benefit corporation of the State of New York (the "State") duly established under Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and

Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"). A copy of Chapter 666 of the Laws of 1970 of the State is attached hereto as Exhibit A.

3. The Agency (A) has full legal power and authority to own its Properties, conduct its business, execute, deliver and perform its obligations under each of the Agency Documents and (B) has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations.

4. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, and research facilities, including commercial facilities, and the Agency has the power to acquire, construct, reconstruct, lease, sell, improve, maintain, equip or furnish certain properties, including commercial facilities.

5. Pursuant to the Act, the governing body of Montgomery County, New York, for whose benefit the Agency was established filed or caused to be filed within six (6) months after the effective date of such Chapter 666 of the Laws of 1970 of the State, in the office of the New York State Department of State, Miscellaneous Records Unit, the Certificate of Establishment of the Agency pursuant to Section 856(1)(a) of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the governing body of Montgomery County, New York. Attached hereto as Exhibit B is a certified copy of said Certificate of Establishment of the Agency and certificates of appointment relating to all of the current members of the Agency.

6. The current members and officers of the Agency are as follows: Matthew Beck, Chairperson; Mark Kowalczyk, Vice Chairperson; Brent E. Phetteplace, Secretary/Assistant Treasurer; Cheryl Reese, Treasurer/Assistant Secretary; Jessica Cyr, Member; and Daniel Roth, Member. The foregoing named individuals constitute all of the members of the Agency; each of such individuals was and is duly appointed, qualified and acting as such member; each of such individuals who is indicated as an officer of the Agency was and is duly elected or appointed, qualified and acting as such officer; and each of such individuals has been a member of the Agency since at least October 9, 2025.

7. Attached hereto as Exhibit C is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

8. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Agency in order to carry out, give effect to and consummate the transactions contemplated by the Agency Documents have been duly authorized by all necessary action of the Agency. The Agency Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Agency Documents has been repealed, revoked or rescinded.

9. The execution, delivery and performance of the Agency Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Agency do not and will not (A) violate the Act or the by-laws of the Agency, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Agency is a party or by which the Agency may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental

instrumentality or court, domestic or foreign, having jurisdiction over the Agency or any of the Property of the Agency.

10. The Agency has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Agency Documents.

11. Each of the representations and warranties of the Agency contained in each of the Agency Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

12. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to our knowledge, threatened against or affecting the Agency (nor, to our knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Approving Resolution (as hereinafter defined), (B) the validity or the enforceability of the Approving Resolution or the Agency Documents or the transactions contemplated therein, or (C) the existence or organization of the Agency.

13. The Agency Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Agency by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency; the signature of said officer thereon is the genuine signature of such officer; and said executed Agency Documents are in substantially the same form as the forms thereof presented to the members of the Agency and approved by the Approving Resolution.

14. Pursuant to a resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized the Chief Executive Officer to conduct a public hearing with respect to the Project. Attached hereto as Exhibit D is a certified copy of the Public Hearing Resolution.

15. Attached hereto as Exhibit E is proof of mailing of a copy of the certified Public Hearing Resolution to the chief executive officers of the "affected tax jurisdictions" with respect to the Project (as such quoted term is defined in Section 854(16) of the Act).

16. Attached hereto as Exhibit F is proof of mailing of notice of the public hearing, held with respect to the Project (the "Public Hearing"), to the chief executive officers of the "affected tax jurisdictions" with respect to the Project (as such quoted term is defined in Section 854(16) of the Act).

17. Attached hereto as Exhibit G are proofs of posting of the notice of Public Hearing.

18. Attached hereto as Exhibit H is an affidavit of publication of notice of the Public Hearing pursuant to Section 859-a of the Act.

19. Attached hereto as Exhibit I is the report of the Public Hearing (the "Report").

20. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning

Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"). Attached hereto as Exhibit J is a certified copy of the SEQR Resolution.

21. Attached hereto as Exhibit K is a true, correct and complete copy of the resolution of the members of the Agency adopted on November 13, 2025 (the "Approving Resolution") approving and authorizing execution by the Agency of the Agency Documents. Such Approving Resolution was duly adopted by the members of the Agency, has not been amended or modified since its adoption and is in full force and effect as of the date of this certificate in accordance with its terms.

22. The Agency is not contemplating instituting bankruptcy, insolvency or similar proceedings against itself.

23. The Agency has complied with all of the agreements and satisfied all of the conditions on its part to be performed and satisfied by the terms of the Agency Documents on or prior to the Closing Date.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my signature as Authorized Officer the Agency this 26th day of June 2026.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

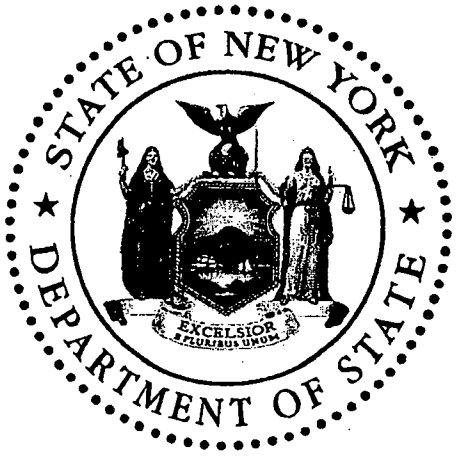
EXHIBIT A

CHAPTER 666 OF THE LAWS OF 1970

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

LAWS OF NEW YORK.—By Authority

CHAPTER 666

AN ACT to amend the general municipal law, in relation to creating and establishing the Montgomery county industrial development agency, and providing for its functions, powers and duties

Became a law May 8, 1970, with the approval of the Governor. Passed on Home Rule request pursuant to article IX, section 2(b) (2) of the Constitution by a majority vote, three-fifths being present

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is hereby amended by inserting in title two of article eighteen-A, a new section, to be section eight hundred ninety-five-d, to read as follows:

§ 895-d. Montgomery county industrial development agency. For the benefit of the county of Montgomery and the inhabitants thereof, an industrial development agency, to be known as the MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall be organized in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. Its members shall be appointed by the governing body of the county of Montgomery. The agency, its members, officers and employees and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter. Any agreement as made between agency and project occupant regarding fees shall be subject to the approval of the Board of Supervisors of Montgomery County.

§ 2. This act shall take effect immediately.

EXPLANATION — Matter in *italics* is new; matter in brackets [ ] is old law to be omitted.

STATE OF NEW YORK }
Department of State } *ss:*

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom and of the whole of said original law.

JOHN P. LOMENZO
Secretary of State

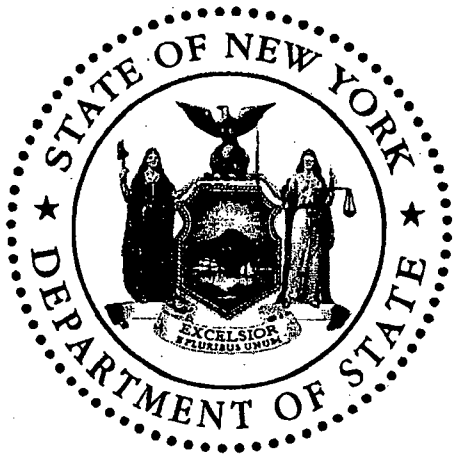
EXHIBIT B

CERTIFICATE OF ESTABLISHMENT OF THE AGENCY AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED SEP 28 1970
John P. Lomenzo
Secretary of State

CERTIFICATE OF ESTABLISHMENT OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

For Filing
With
Secretary of State

THIS IS TO CERTIFY that the Montgomery County Industrial Agency has been established by special act of the New York State Legislature, and the following is set forth pursuant to Section 856 of the New York State Industrial Development Agency Act:

(1) The special act establishing the agency was passed on May 8, 1970 by Chapter 666 of the Laws of 1970 which became effective May 8, 1970.

(2) The name of the agency is:

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(3) The names of the members of the Agency, their Chairman, and their terms of office are as follows:

NAME	TERM OF OFFICE EXPIRES
F. RAYMOND GOLLER, Chairman	At pleasure of Montgomery County Board of Supervisors
EDWARD L. WILKINSON, Member	At pleasure of Montgomery County Board of Supervisors
HARVEY SMITH, Member	At pleasure of Montgomery County Board of Supervisors
GLENN MATHIASEN, Member	At pleasure of Montgomery County Board of Supervisors
HAROLD L. PHILBROOK, Member	December 31, 1971

(4) The facts establishing the need for such Agency in the municipality are as follows:

(a) To insure and promote the economic stability and growth of Montgomery County.

(b) To enable 100% financing of new industry and expansion of existing industry in certain instances.

(c) Provide additional new employment opportunities to stem out-migration of the County's labor force.

(d) Provide new job opportunities paying better than minimum wages.

(e) Combat the under-employment of sections of the present labor force.

THE BOARD OF SUPERVISORS OF
THE COUNTY OF MONTGOMERY

By Joseph Dylong
Joseph Dylong, Clerk

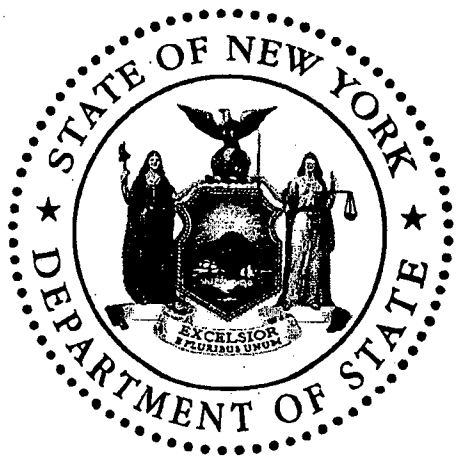
(SEAL)

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED SEP 28 1970
John P. Lomenzo
Secretary of State

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

Office of Legislature

MONTGOMERY
COUNTY NY
Made of Something Stronger

Cheryl A. Reese
Clerk of the Legislature

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Certificate of Appointment

This is to certify that on February 25, 2020 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Matthew Beck was duly appointed a Member of the Montgomery County Industrial Development Agency to serve at the pleasure of the Montgomery County Legislature.

Cheryl Reese

Cheryl Reese, Clerk of the Legislature

DATED: 3/13/2020

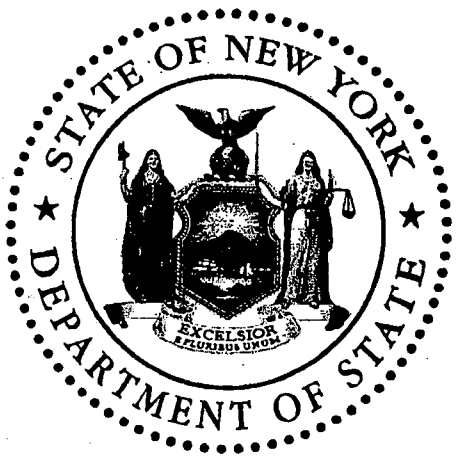
FILED
STATE RECORDS
MAR 18 2020
DEPARTMENT OF STATE

(SEAL)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

Office of Legislature

MONTGOMERY
COUNTY NY
Made of Something Stronger

Cheryl A. Reese
Clerk of the Legislature

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Certificate of Appointment

This is to certify that on February 25, 2020 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Mark Kowalczyk was duly appointed a Member of the Montgomery County Industrial Development Agency to serve at the pleasure of the Montgomery County Legislature.

Cheryl Reese

Cheryl Reese, Clerk of the Legislature

DATED: 3/13/2020

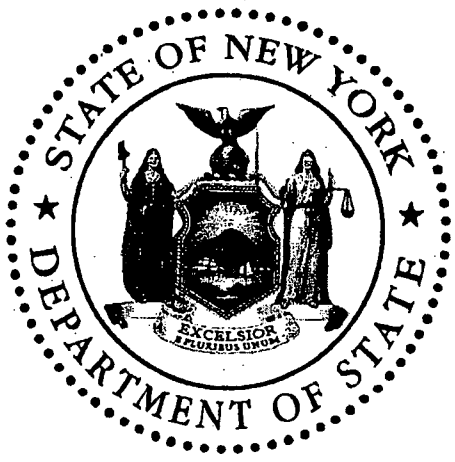
FILED
STATE RECORDS
MAR 18 2020
DEPARTMENT OF STATE

(SEAL)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

Office of Legislature

MONTGOMERY
COUNTY NY
Made of Something Stronger

Cheryl A. Reese
Clerk of the Legislature

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Certificate of Appointment

This is to certify that on December 21, 2021 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Brent E. Phetteplace was duly appointed a Member of the Montgomery County Industrial Development Agency to serve at the pleasure of the Montgomery County Legislature.

Cheryl A. Reese

Cheryl A. Reese, Clerk of the Legislature

FILED
STATE RECORDS
MAR 28 2022
DEPARTMENT OF STATE

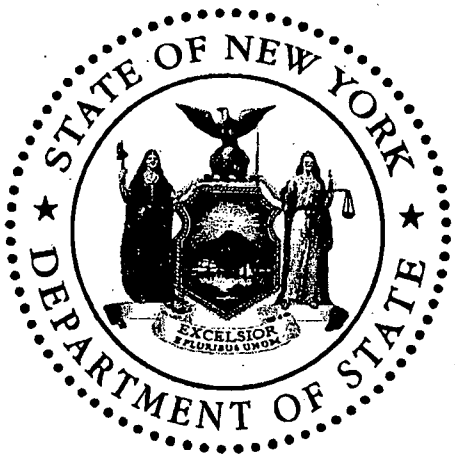
DATED: 1/5/2022

(SEAL)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

Office of Legislature

MONTGOMERY
COUNTY NY
Made of Something Stronger

Cheryl A. Reese
Clerk of the Legislature

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Certificate of Appointment

This is to certify that on February 25, 2020 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Cheryl Reese was duly appointed a Member of the Montgomery County Industrial Development Agency to serve at the pleasure of the Montgomery County Legislature.

Cheryl Reese

Cheryl Reese, Clerk of the Legislature

DATED: 3/13/2020

FILED
STATE RECORDS
MAR 18 2020
DEPARTMENT OF STATE

(SEAL)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

STATE OF NEW YORK)

ss

COUNTY OF MONTGOMERY)

I, Patricia J. Beck, Clerk of the Montgomery County Legislature, Montgomery County, New York, DO HEREBY CERTIFY that I have compared the foregoing copy of Resolution Number 152 of May 26, 2026, with the original on file in my office and that the same is a true and complete copy thereof.

WITNESS my hand and official seal of the Montgomery County Legislature of Montgomery County, New York, this 27th day of May 2026.

Patricia J Beck

Patricia J. Beck

Clerk of the Legislature

Seal

FILED
STATE RECORDS
JUN 18 2026

DEPARTMENT OF STATE

RESOLUTION NO. 152 of 2026

DATED: May 26, 2026

RESOLUTION APPOINTING MEMBER TO THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CAPITAL RESOURCE CORPORATION (ECONOMIC DEVELOPMENT AND PLANNING)

Resolution by Legislator: Pepe **Seconded by:** Kowalczyk

WHEREAS, pursuant to General Municipal Law § 856 an Industrial Development Agency shall consist of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority; and

WHEREAS, such members shall receive no compensation for their services; and

WHEREAS, the current Montgomery County Industrial Development Agency Board of Directors and Montgomery County Capital Resource Corporation consists of the following:

NAME:	TITLE:
Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chair
Brent Phetteplace	Secretary
Cheryl Reese	Treasurer
Dan Roth	Member
Jessica Cyr	Member
Vacant	Member

FILED
STATE RECORDS
JUN 18 2026
DEPARTMENT OF STATE

WHEREAS, one vacancy exists on the on the Montgomery County Industrial Development Agency and Montgomery County Capital Resource Corporation's Board of Directors as of April 10, 2026, due to the resignation of Edward Watt; and

RESOLVED, that the Montgomery County Legislature, in accordance with General Municipal Law 895-D, hereby appoints Martin Kelly as a member of the Montgomery County Industrial Agency Board of Directors commencing June 1, 2026; and

FURTHER RESOLVED, that the Montgomery County Legislature hereby appoints Martin Kelly to the Montgomery County Capital Resource Corporation commencing June 1, 2026; and

FURTHER RESOLVED, that said appointee shall serve at the pleasure of the Montgomery County Legislature.

RESOLUTION VOTE, passed with Aye(7). Legislators Muhlebeck and Headwell, Jr. were absent. (5/26/2026)

Statement of Legislative and Financial Impact:

I. *Nature of Request:*

Resolution appointment member to the Montgomery County Industrial Development Agency and Capital Resource Corporation.

II. *Justification:*

A vacancy will exists on the Montgomery County Industrial Development Agency and Montgomery County Capital Resource Corporation as of April 10th.

III. *Legislative Impact:*

Pursuant to General Municipal Law § 856 an Industrial Development Agency shall consist of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority.

IV. *Financial Impact:*

Pursuant to General Municipal Law § 856 members shall not be compensated for their services.

cc: County Clerk
County Treasurer

Voting Record

Elwood	(R)	Yes
Sweet	(R)	Yes
Muhlebeck	(D)	Absent
Headwell, Jr.	(R)	Absent
Fiorillo	(D)	Yes
Majewski	(D)	Yes
Pepe	(R)	Yes
Kowalczyk	(D)	Yes
Pawlik	(D)	Yes

STATE OF NEW YORK County of Montgomery ss.:

This is to certify that I, the Undersigned, Clerk Of The Montgomery County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in the office, and which was passed by the Montgomery County Legislature on the 26th day of May, 2026, a majority of all the members elected to the Legislature voting in favor therof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have set my hand and the official seal of the Montgomery County Legislature this 27th day of May, 2026

Totals:	**Aye:**	7
	Nay:	0
	Abstained:	0
	Absent:	2

Patricia J Beck, Clerk

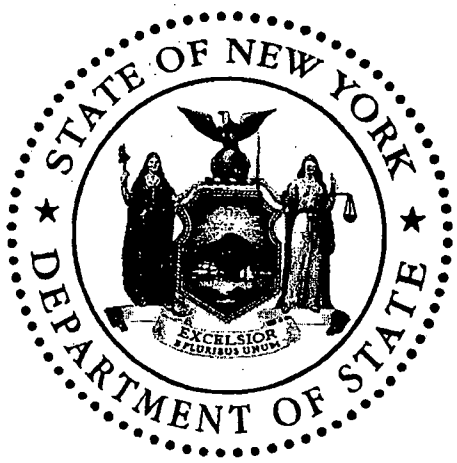
This resolution was approved by the County Executive and was enacted on 5/27/2026

FILED
STATE RECORDS
JUN 18 2026
DEPARTMENT OF STATE

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

Office of the Legislature
pbeck@co.montgomery.ny.us

MONTGOMERY
COUNTY NY
Made of Something Stronger

Patricia J. Beck
Clerk of the Legislature

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Certificate of Appointment

FILED
STATE RECORDS
JUN 12 2024
DEPARTMENT OF STATE

This is to certify that on May 28, 2024 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Jessica Cyr was duly appointed a Member of the Montgomery County Industrial Development Agency with a term commencing on June 1, 2024 to serve at the pleasure of the Montgomery County Legislature.

Patricia J Beck

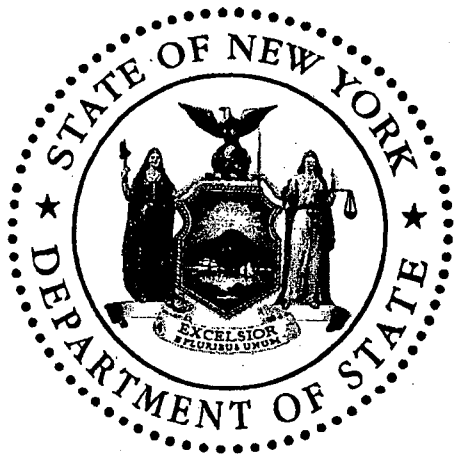
Patricia J. Beck, Clerk of the Legislature

DATED: 5-31-24

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 22, 2026.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 10/20

Office of the Legislature

Office (518) 853-8338
Fax (518) 853-5091

64 Broadway/PO Box 1500
Fonda, NY 12068-1500

FILED
STATE RECORDS
NOV 14 2024
DEPARTMENT OF STATE

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Certificate of Appointment

This is to certify that on October 22, 2024 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Daniel V. Roth was duly appointed a Member of the Montgomery County Industrial Development Agency with a term commencing on November 1, 2024 to serve at the pleasure of the Montgomery County Legislature.

Patricia Beck
Patricia Beck, Clerk of the Legislature

DATED: 10-31-24

(SEAL)

EXHIBIT C

BY-LAWS OF THE AGENCY

BY-LAWS

OF

THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE I

THE AGENCY

Section 1. Name. The name of the Agency shall be the Montgomery County Industrial Development Agency.

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be at Old County Courthouse, P.O. Box 1500, Fonda, New York, but the Agency may have other offices at such other places as the Agency may from time to time designate by resolution.

ARTICLE II

OFFICERS

Section 1. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman, a Secretary, a Treasurer, an Assistant Secretary-Assistant Treasurer.

Section 2. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall sign all agreements, contracts, deeds, bonds or other evidences of indebtedness and any other instruments of the Agency. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the Agency.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Agency shall appoint a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Agency, shall act as Secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Agency and

shall have power to affix such seal to all contracts and other instruments authorized to be executed by the Agency.

Section 5. Treasurer. The Treasurer shall have the care and custody of all funds of the Agency and shall deposit the same in the name of the Agency in such bank or banks as the Agency may select. The Treasurer shall sign all checks for the payment of money; and shall pay out and disburse such moneys under the direction of the Agency except as otherwise authorized by resolution of the Agency, all such checks shall be countersigned by the Chairman. In the event of the absence or incapacity of the Chairman, the Vice Chairman is authorized to countersign any checks prepared by the Treasurer. He shall keep regular books of accounts showing receipts and expenditures and shall render to the Agency at each regular meeting an account of his transactions and also of the financial condition of the Agency. He shall give such bond for the faithful performance of his duties as the Agency may determine.

Section 6. Assistant Secretary-Assistant Treasurer. The Assistant Secretary-Assistant Treasurer shall perform the duties of the Secretary and/or Treasurer in the absence or incapacity of either; and in case of the resignation or death of either, shall perform such duties as are imposed until such time as the Agency shall appoint a replacement.

Section 7. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency, by the bylaws of the Agency, or by the rules and regulations of the Agency. In the absence or incapacity of the Treasurer, each officer of the Agency may countersign with the Chairman and with such countersignature of the Chairman shall have (1) the power to sign all checks of the Agency for the payment of money, (2) the power to pay out and disburse such moneys under the direction of the Agency, and (3) the care and custody of all funds of the Agency and the power to deposit the same in the name of the Agency in such bank or banks as the Agency may select.

Section 8. Appointment of Officers. All officers of the Agency except the first Chairman shall be elected at the annual meeting of the Agency from among the members of the Agency, and shall hold office for one year or until the successors are appointed.

Section 9. Vacancies. Should any office become vacant, the Agency shall elect a successor from among its membership at the next regular meeting, and such appointment shall be for the unexpired term of said office.

Section 10. Administrative Director. An Administrative Director shall be appointed by the Agency, and shall have general supervision over the administration of the business and affairs of the Agency, subject to the direction of the Agency. He shall be charged with the management of all projects of the Agency. The Agency shall provide for the duties and compensation of the Administrative Director pursuant to a written contract.

Section 11. Consultants. The Agency may from time to time employ consultants. Such consultants shall have such duties and have such compensation as provided by written contract with the Agency.

Section 12. Additional Personnel. The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the New York State Industrial Development Act, as amended, and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel including the Administrative Director shall be determined by the Agency subject to the laws of the State of New York.

ARTICLE III

MEETINGS

Section 1. Annual Meetings. The annual meeting of the Agency will be held on the 3rd Wednesday of April at a time to be determined by the Chairman at the regular meeting place of the Agency or such other place as designated by the members. In event such day shall fall on a legal holiday, the annual meeting shall be held as soon thereafter as is practicable but not later than June 1.

Section 2. Regular Meetings. Regular meetings of the Agency will be held with notice at such times and places as from time to time may be determined by resolution of the Agency and in accordance with New York law.

Section 3. Special Meetings. The Chairman of the Agency may, as he deems it desirable, and shall, upon the written request of the members of the Agency call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Agency or may be mailed to the business or home address of each member of the Agency at least two days prior to the date of such special meeting. Waivers of notice may be signed by any members failing to receive proper notice. At such special meeting, no business shall be considered other than as designated in the call, but if all the members of the Agency are present at a special meeting, with or without notice thereof, any and all business may be transacted at such special meeting.

Section 4. Quorom. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business.

Section 5. Order of Business. At the regular meetings of the Agency the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting

3. Bills and communications
4. Report of the Treasurer
5. Reports of Committees
6. Unfinished business
7. New Business
8. Adjournment

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Agency.

Section 6. Manner of Voting. The voting on all questions coming before the Agency shall be by roll call, and yeas and nays shall be entered on the minutes of such meeting, except in the case of appointments when the vote may be by ballot.

ARTICLE IV

AMENDMENTS

Section 1. Amendments to By-Laws. The by-laws of the Agency shall be amended only with the approval of at least a majority of all the members of the Agency at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all members of the Agency.

In effect as of _____.

EXHIBIT D

PUBLIC HEARING RESOLUTION

PUBLIC HEARING RESOLUTION
AMAZON.COM SERVICES LLC – BMG ALBANY LLC PROJECT

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on October 9, 2025 at 3:30 p.m., local time.

The meeting was called to order by the (~~Vice~~) Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Edward Watt	Member
Jessica Cyr	Member
Daniel Roth	Member

ABSENT:

None

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Economic Development Specialist
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Edward Watt, seconded by Matthew Beck, to wit:

Resolution No. 1025-__

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO HOLD A PUBLIC HEARING REGARDING A PROPOSED PROJECT TO BE UNDERTAKEN FOR THE BENEFIT OF AMAZON.COM SERVICES LLC, BMG ALBANY LLC AND/OR ONE OR MORE AFFILIATES THEREOF.

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing,

warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person or entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Section 859-a of the Act, prior to the Agency providing any "financial assistance" (as defined in the Act) of more than $100,000 to any project, the Agency, among other things, must hold a public hearing pursuant to Section 859-a of the Act with respect to said project; and

WHEREAS, the Agency desires to provide for compliance with the provisions of Section 859-a of the Act with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Chief Executive Officer of the Agency, after consultation with the members of the Agency and Agency Counsel, (A) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Project (the "Public Hearing"); (B) to cause the Public Hearing to be held in a city, town or village where the Project Facility

is or is to be located, and to cause notice of such Public Hearing to be given to the public by publishing a notice or notices of such Public Hearing in a newspaper of general circulation available to the residents of the governmental units where the Project Facility is or is to be located, such notice or notices to comply with the requirements of Section 859-a of the Act; (C) to cause notice of the Public Hearing to be given to the chief executive officer of the county and of each city, town, village and school district in which the Project Facility is or is to be located to comply with the requirements of Section 859-a of the Act; (D) to conduct such Public Hearing; (E) to cause a report of the Public Hearing fairly summarizing the views presented at such Public Hearing (the "Report") to be prepared; (F) to cause a copy of the Report to be made available to the members of the Agency; and (G) to cause this resolution to be sent via certified mail, return receipt requested to the chief executive officer of the County and of each city, town, village and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act.

Section 2. The Chairperson, Vice Chairperson and/or Chief Executive Officer of the Agency is hereby authorized and directed to distribute copies of this resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 3. All action taken by the Chairperson, Vice Chairperson and/or Chief Executive Officer of the Agency in connection with the Public Hearing with respect to the Project prior to the date of this resolution is hereby ratified and confirmed.

Section 4. This resolution shall take effect immediately.

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

Matthew Beck	VOTING	YES
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Edward Watt	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	ABSTAIN

The foregoing resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (~~Assistant~~) Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on October 9, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 9th day of October, 2025.

(~~Assistant~~) Secretary

(SEAL)

EXHIBIT E

PROOF OF MAILING OF THE PUBLIC HEARING RESOLUTION

AFFIDAVIT OF MAILING
OF PUBLIC HEARING RESOLUTION

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned hereby states:

1. That on October 21, 2025, I mailed to the following individuals a certified copy of a public hearing resolution adopted by Montgomery County Industrial Development Agency (the "Agency") on October 9, 2025 (the "Resolution") relating to the proposed Amazon.com Services LLC Project to be undertaken by the Agency for the benefit of Amazon.com Services LLC, BMG Albany LLC and/or one or more affiliates thereof:

Pete Vroman, County Executive
Montgomery County
County Annex Building, P.O. Box 1500
20 Park Street, PO Box 1500
Fonda, New York 12068-1500

Eric Mead, Supervisor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

Richard Ruberti, Superintendent
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

Rev. Kent A. McHeard, School Board President
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

Kristi McGaffin, District Clerk
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

2. That the resolution attached hereto as Exhibit A is a duplicate copy of the Resolution which was mailed to the above individuals.

I have hereunto set my hand this 30 day of October, 2025.

10/30/25

JOLENE A MEMRICK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ME0029062
QUALIFIED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPTEMBER 20, 28

EXHIBIT A

COPY OF THE RESOLUTION

PUBLIC HEARING RESOLUTION
AMAZON.COM SERVICES LLC – BMG ALBANY LLC PROJECT

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on October 9, 2025 at 3:30 p.m., local time.

The meeting was called to order by the (~~Vice~~) Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Edward Watt	Member
Jessica Cyr	Member
Daniel Roth	Member

ABSENT:

None

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Economic Development Specialist
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Edward Watt, seconded by Matthew Beck, to wit:

Resolution No. 1025-__

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO HOLD A PUBLIC HEARING REGARDING A PROPOSED PROJECT TO BE UNDERTAKEN FOR THE BENEFIT OF AMAZON.COM SERVICES LLC, BMG ALBANY LLC AND/OR ONE OR MORE AFFILIATES THEREOF.

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing,

warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person or entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Section 859-a of the Act, prior to the Agency providing any "financial assistance" (as defined in the Act) of more than $100,000 to any project, the Agency, among other things, must hold a public hearing pursuant to Section 859-a of the Act with respect to said project; and

WHEREAS, the Agency desires to provide for compliance with the provisions of Section 859-a of the Act with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Chief Executive Officer of the Agency, after consultation with the members of the Agency and Agency Counsel, (A) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Project (the "Public Hearing"); (B) to cause the Public Hearing to be held in a city, town or village where the Project Facility

is or is to be located, and to cause notice of such Public Hearing to be given to the public by publishing a notice or notices of such Public Hearing in a newspaper of general circulation available to the residents of the governmental units where the Project Facility is or is to be located, such notice or notices to comply with the requirements of Section 859-a of the Act; (C) to cause notice of the Public Hearing to be given to the chief executive officer of the county and of each city, town, village and school district in which the Project Facility is or is to be located to comply with the requirements of Section 859-a of the Act; (D) to conduct such Public Hearing; (E) to cause a report of the Public Hearing fairly summarizing the views presented at such Public Hearing (the "Report") to be prepared; (F) to cause a copy of the Report to be made available to the members of the Agency; and (G) to cause this resolution to be sent via certified mail, return receipt requested to the chief executive officer of the County and of each city, town, village and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act.

Section 2. The Chairperson, Vice Chairperson and/or Chief Executive Officer of the Agency is hereby authorized and directed to distribute copies of this resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 3. All action taken by the Chairperson, Vice Chairperson and/or Chief Executive Officer of the Agency in connection with the Public Hearing with respect to the Project prior to the date of this resolution is hereby ratified and confirmed.

Section 4. This resolution shall take effect immediately.

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

Matthew Beck	VOTING	YES
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Edward Watt	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	ABSTAIN

The foregoing resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (~~Assistant~~) Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on October 9, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 9th day of October, 2025.

(~~Assistant~~) Secretary

(SEAL)

EXHIBIT F

PROOF OF MAILING OF NOTICE OF PUBLIC HEARING

AFFIDAVIT OF MAILING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT AND FINANCIAL ASSISTANCE
RELATING THERETO

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned hereby states:

1. That on October 21, 2025, I mailed to the following individuals a copy of a notice of public hearing entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (the "Notice of Hearing") relating to the proposed Amazon.com Services LLC Project to be undertaken by Montgomery County Industrial Development Agency for the benefit of Amazon.com Services LLC, BMG Albany LLC and/or one or more affiliates thereof:

Pete Vroman, County Executive
Montgomery County
County Annex Building, P.O. Box 1500
20 Park Street, PO Box 1500
Fonda, New York 12068-1500

Eric Mead, Supervisor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

Richard Ruberti, Superintendent
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

Rev. Kent A. McHeard, School Board President
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

Kristi McGaffin, District Clerk
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

2. That the notice of hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was mailed to the above individuals.

I have hereunto set my hand this 30 day of October, 2025.

Kenneth L Rose

10/30/25

JOLENE A MEMRICK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ME0029062
QUALIFIED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPTEMBER 20, 28

EXHIBIT A

COPY OF THE NOTICE OF HEARING

NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the Montgomery County Industrial Development Agency (the "Agency") on the 3rd day of November, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York in connection with the following matters:

Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is now considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, and (3) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Kenneth F. Rose, Chief Executive Officer, Montgomery County Industrial Development Agency, 113 Park Drive, P.O. Box 277, Fultonville, New York, New York 12072; Telephone: 518-853-8334.

Dated: October 20, 2025.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: /s/ Kenneth F. Rose
Kenneth F. Rose
Chief Executive Officer

EXHIBIT G

PROOFS OF POSTING OF NOTICE
OF THE PUBLIC HEARING

BULLETIN BOARD
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned hereby states:

1. That on October 21, 2025, I posted a copy of a notice of public hearing entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (the "Notice of Hearing") relating to the proposed Amazon.com Services LLC Project to be undertaken by Montgomery County Industrial Development Agency (the "Agency") for the benefit of Amazon.com Services LLC on a public bulletin board located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such bulletin board.

I have hereunto set my hand this 30 day of October, 2025.

10/30/25

JOLENE A MEMRICK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ME0029062
QUALIFIED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPTEMBER 20, 28

EXHIBIT A

COPY OF THE NOTICE OF HEARING

NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the Montgomery County Industrial Development Agency (the "Agency") on the 3rd day of November, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York in connection with the following matters:

Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is now considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, and (3) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Kenneth F. Rose, Chief Executive Officer, Montgomery County Industrial Development Agency, 113 Park Drive, P.O. Box 277, Fultonville, New York, New York 12072; Telephone: 518-853-8334.

Dated: October 20, 2025.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: /s/ Kenneth F. Rose
Kenneth F. Rose
Chief Executive Officer

WEBSITE
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned hereby states:

1. That on October 21, 2025, I posted a copy of a notice of public hearing entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (the "Notice of Hearing") relating to the proposed Amazon.com Services LLC Project to be undertaken by Montgomery County Industrial Development Agency (the "Agency") for the benefit of Amazon.com Services LLC (the "Company") on the Agency's website.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such website.

I have hereunto set my hand this 30 day of October, 2025.

10/30/25

JOLENE A MEMRICK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ME0029062
QUALIFIED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPTEMBER 20, 28

EXHIBIT A

COPY OF THE NOTICE OF HEARING

NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the Montgomery County Industrial Development Agency (the "Agency") on the 3rd day of November, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York in connection with the following matters:

Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is now considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, and (3) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Kenneth F. Rose, Chief Executive Officer, Montgomery County Industrial Development Agency, 113 Park Drive, P.O. Box 277, Fultonville, New York, New York 12072; Telephone: 518-853-8334.

Dated: October 20, 2025.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: /s/ Kenneth F. Rose
Kenneth F. Rose
Chief Executive Officer

EXHIBIT H

PROOF OF PUBLICATION OF
NOTICE OF PUBLIC HEARING

State of New York
County of Montgomery
ss.;

Randall W. Lewis of the City of Schenectady, being duly sworn, says that he is Principal Clerk in the office of The Recorder published in the City of Amsterdam and that the notice/advertisement, of which the annexed is a printed copy, has been regularly published in Recorder as follows:

1 insertion(s):

10/23/2025

(signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC
Sworn to me on this 23 day of October 2025

Notary Signature: Heather E. Walker

Heather E Walker
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01WA0025380
Qualified in Schenectady County
Commission Expires 05/30/2028

NOTICE OF PUBLIC HEARING ON PROPOSED PROJECT AND FINANCIAL ASSISTANCE RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the Montgomery County Industrial Development Agency (the "Agency") on the 3rd day of November, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York in connection with

the following matters: Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York (" BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and

Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is now considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, and (3) in the

event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Con-

servation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Kenneth F. Rose, Chief Executive Officer, Montgomery County Industrial Development Agency, 113 Park Drive, P.O. Box 277, Fultonville, New York, New York 12072; Telephone: 518-853-8334.

Dated: October 20, 2025.

MONTGOMERY COUNTY
INDUSTRIAL
DEVELOPMENT AGENCY

BY: /s/ Kenneth F. Rose
Kenneth F. Rose
Chief Executive Officer
10/23 36340

EXHIBIT I

REPORT OF PUBLIC HEARING

MONTGOMERY COUNTY

INDUSTRIAL DEVELOPMENT AGENCY

PUBLIC HEARING RE:

AMAZON.COM SERVICES LLC

November 3, 2025

Town of Florida Municipal Building

214 Fort Hunter Road

Florida, New York

4:00 p.m. - 4:18 p.m.

APPEARANCES:

IDA Board
Matthew Beck, Chairperson
Kenneth Rose, IDA, CEO
Cheryl Reese, Treasurer & Asst. Secretary
Jessica Cyr, Member
Daniel Roth, Member

IDA Staff:
Ken Rose, Chief Executive Officer
Sheila Snell, Chief Financial Officer
Vincenzo Nicosia, Director of Program Development

Also Present
Shannon Wagner, Esq. IDA Counsel
Kristeen Jarocz
William McCoski

CHAIRPERSON BECK: Good afternoon. My name is Matthew Beck. I am the Chairperson of the Montgomery County Industrial Agency, the Agency, in connection with the project which is the subject of this public hearing.

Today, I'm holding this public hearing to allow citizens to make a statement for the record, relating to the involvement of the Agency with a project for the benefit of the company, as hereafter defined.

The proposed project consists of the following: the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and approximately 1.5 miles west of the Interchange 27, on the south side of New York State Route 5, between New York State, Route 5S and the New York State Thruway I90 in the Town of Florida, Montgomery County, New York, collectively known as the land; the construction on the land of a mixed-use facility to contain approximately, plus or minus, 3.2 million

square feet of space, referred to as the facility; and the acquisition and installation, period, and thereon of certain machinery, equipment, and other personal property, collectively the equipment, the land, the facility, and the equipment, being collectively referred to as the project facility; all of the foregoing to be owned and operated by Amazon Services, LLC, BMG Albany, LLC, and/or one or more affiliates, thereof, collectively the company, or such other person or entity as baby designated by the company and agreed upon by the Agency as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; the granting of certain financial assistance with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes, collectively the financial assistance; and the lease, with an

obligation to purchase, or the sale of the project facility to the company, or such other person as may be designated by the company and agreed upon by the Agency.

I intend to provide general information on the Agency's general authority and public purpose to provide assistance to this proposed project. I will then open the comment period to receive comments from all present who wish to comment on either the proposed project or the financial assistance contemplated by the Agency with respect to the proposed project.

The legal authorization of powers of the agency. The provisions of Chapter 1030 of Law of 1969 of the State of New York constituting title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York as amended, and Chapter 666 of the 1970 laws of the State of New York as amended, codified as Section 895-d of General Municipal Law, collectively Act, authorize the Agency to promote, develop,

encourage, and assist in the inquiring, constructing, reconstructing, improving, maintaining, and equipping, and furnishing the manufacturing warehousing, research, commercial, and industrial facilities, amongst others, among others.

The purpose of this public hearing. Pursuant to Section 859-a(2) of the General Municipal Law of New York State, referred to as the Act, prior to the Agency providing any financial assistance, as identified in the Act, of more than $100,000 to any project, the Agency, among other things, must hold a public hearing pursuant to Section 859-a of the Act with respect to said project. Since the proposed financial assistance to provided by the Agency with respect to the proposed project, may exceed $100,000, then prior to providing any financial assistance (as defined in the Act)of more than $100,000 to the proposed project, the Agency must hold a public hearing on the nature and location of the project facility, and the proposed financial

assistance to be provided by the Agency with respect to the proposed project.

After consideration of the application received from the company, the members of the Agency, adopted a resolution on October 9, 2025, referred to as the public hearing resolution, authorizing the Chief Executive Officer of the Agency to conduct this public hearing with respect to the proposed project, pursuant to Section 859-a(2) of the Act.

After the adoption of the public hearing resolution, the Chief Executive Officer of the Agency caused a copy of the public hearing resolution to be mailed on October 21st, 2025 to the chief executive officers of Montgomery County, the Town of Florida, and the Greater Amsterdam School district, collectively referred to as the affected tax jurisdictions. Additionally, the Chief Executive Officer of the Agency, caused notice of the public hearing A. to be mailed on October 21st, 2025 to the chief Executive officers of the affected tax jurisdictions, B. published on October

23, 2025 in the Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York and C. to be posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York.

Copies of the notice of this public hearing are available on the table.

Now, unless there is any objection, I am going to suggest waiving the full reading of the notice of this public hearing, and instead request that the full text of the notice of this public hearing be inserted into the record of this public hearing.

The comments received today at this public hearing will be presented to the members of the Agency at or prior to the meeting at which the members of the Agency will consider whether to approve

the undertaking of the proposed project and the granting by the Agency of any financial assistance in excess of $100,000 with respect to the proposed project. Presented to the members of the agency, app or prior to the meeting at which members of the agency will consider whether to approve the undertaking of the proposed project of the agency and granting the agency of any financial assistance and excess of $100,000 would respect to the proposed project.

Written notices. We did receive one written comment tonight. The notice of public hearing indicated that written comments should be addressed to Kenneth F. Rose, the Chief Executive Officer, and again, we did receive one prior to this public hearing.

I will now open this public hearing for public comment at 4:09 p.m. If you would raise your hand, by the way of operating rules, if you wish to make a public comment, please raise your hand, and I will call on you, please wait to be

recognized. Once recognized, please stand and state your name and ad address for the record.

Yes.

MS. JAROCZ: Kristeen Jarocz 221 Fuller Road, Town of Florida, Amsterdam.

I am not in a favor of giving Amazon a PILOT program. We've had many PILOT programs. Amazon already has a current one within the Town of Florida, at their other distribution site.

I've been to many Planning Board meetings. It's been on record that they're having five floors of robotics. That is not bringing any kind of economy back into our local economy to give a PILOT program. So robots are not going to bring any kind of tax revenue into our local economy.

I am a taxpayer. We've given many PILOT programs to a lot of Town of Florida businesses, and I think Amazon already got one. I don't feel there should be another one based upon that the return of investment. It would come back

to the local taxpayer rather.

CHAIRPERSON BECK: Thank you.

Anyone else?

(There was no response.)

We do have to keep the public meeting open for 15 minutes just in case someone else would like to speak.

MR. MCCOSKI: Matt, I've never done this before.

I'm Bill McCoski and I live at 250 Snook Corners Road.

Are you presenting any financial information like, how much this PILOT program is going to be worth? How much is Montgomery County going to be giving towards this, or is this just the start of this information?

MS. WAGNER: So, as far as I know, the County is not going any direct dollars to this. We're just dealing with the IDA portion and what's in front of the IDA by way of financial assistance in the form of property tax exemption and sales tax exemption. Those figures are available in the application, which is on

the IDA's website and then would separately be reported in the cost benefit analysis that the IDA would complete. And those should be ready by the next meeting or whatever meeting the IDA will consider approving a project.

MR. MCCOSKI: Thank you.

CHAIRPERSON BECK: I will just recognize the three other IDA members that are here - just to make sure that they're all listening.

FROM THE FLOOR: Can we just ask a question? Why is the meeting being held at 4:00 while most people are working?

CHAIRPERSON BECK: So the one thing about a public hearing is we're not supposed to have a back and forth. It's really to hear public comment.

MS. WAGNER: I'm not sure of the scheduling of the meeting, but I'm sure it has to do with whatever time that the Town Hall is available.

CHAIRPERSON BECK: Anybody else want to speak?

(There was no response.)

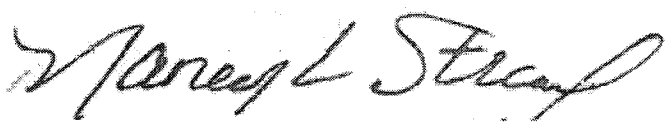
So on the advice of our counsel, it has been over 15 minutes from the opening of the hearing, so we will, at this point, if there are no further comments, I will close this public hearing at 4:18 p.m. Thank you.

(Whereas the above proceeding was concluded at 4:18 p.m.)

CERTIFICATION

I, NANCY L. STRANG, Shorthand Reporter and Notary Public in and for the State of New York, hereby CERTIFIES that the record taken by me at the time and place noted in the heading hereof is a true and accurate transcript of same, to the best of my ability and belief.

Date: November 6, 2025



Nancy L. Strang
2420 Troy Schenectady Road
Niskayuna, NY 12309

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NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the Montgomery County Industrial Development Agency (the "Agency") on the 3rd day of November, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York in connection with the following matters:

Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is now considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, and (3) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Kenneth F. Rose, Chief Executive Officer, Montgomery County Industrial Development Agency, 113 Park Drive, P.O. Box 277, Fultonville, New York, New York 12072; Telephone: 518-853-8334.

Dated: October 20, 2025.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: /s/ Kenneth F. Rose
Kenneth F. Rose
Chief Executive Officer

EXHIBIT J

SEQR RESOLUTION

RESOLUTION CONFIRMING SEQR DETERMINATION
AMAZON.COM PROJECT

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on November 13, 2025 at 3:30 p.m., local time.

The meeting was called to order by the (~~Vice~~) Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Edward Watt	Member
Jessica Cyr	Member
Daniel Roth	Member

ABSENT:

None

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Development Specialist
Christie Dingman	Staff Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Matthew Beck, seconded by Cheryl Reese, to wit:

Resolution No. 25-18

RESOLUTION CONCURRING IN THE DETERMINATION BY THE TOWN OF FLORIDA PLANNING BOARD, AS LEAD AGENCY FOR A CERTAIN PROPOSED PROJECT FOR AMAZON.COM SERVICES LLC, BMG ALBANY LLC AND/OR ONE OR MORE AFFILIATES THEREOF.

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing and industrial facilities, among others, for the purpose of promoting, attracting and

developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. The Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions; (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York; and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 p.m., local time at the Town

of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43 B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the Agency has been informed that (A) the Planning Board of the Town of Florida, New York (the "Planning Board") was designated to act as "lead agency" with respect to the Project, and (B) by resolution adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and, therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"), which Planning Board Resolution and Negative Declaration are attached hereto as Exhibit A; and

WHEREAS, at the time that the Planning Board determined itself to be the "lead agency" with respect to the Project, it was not known that the Agency was an "involved agency" (as defined under SEQRA) with respect to the Project, and, now that the Agency has become an "involved agency" with respect to the Project, the Agency desires to concur in the designation of the Planning Board as "lead agency" with respect to the Project, to acknowledge receipt of a copy of the Planning Board Resolutions and to indicate that the Agency has no information to suggest that the Planning Board was incorrect in determining that the Project will not have a "significant adverse impact on the environment" pursuant to SEQRA;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency has received copies of, and has reviewed, the Application, a full environmental assessment form completed with respect to the Project, the Planning Board Resolution, and the Negative Declaration (collectively, the "Reviewed Documents") and, based upon said Reviewed Documents, the Agency hereby ratifies and concurs in the designation of the Planning Board as "lead agency" with respect to the Project under SEQRA (as such quoted term is defined in SEQRA).

Section 2. The Agency hereby determines that the Agency has no information to suggest that the Planning Board was incorrect in determining that the Project will not have a "significant effect on the environment" pursuant to the SEQRA and, therefore, that no environmental impact statement need be prepared with respect to the Project (as such quoted phrase is used in SEQRA).

Section 3. The members of the Agency are hereby directed to notify the Planning Board of the concurrence by the Agency that the Planning Board shall be the "lead agency" with respect to the Project, and to further indicate to the Planning Board that the Agency has no information to suggest that the Planning Board was incorrect in its determinations contained in the Planning Board Resolution or the Negative Declaration.

Section 4. This resolution shall take effect immediately.

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

Matthew Beck	VOTING	YES
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Edward Watt	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	ABSTAINED

The foregoing resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (Assistant) Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on November 13, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 13th day of November, 2025.

(Assistant) Secretary

(SEAL)

EXHIBIT A

PLANNING BOARD RESOLUTION AND
NEGATIVE DECLARATION

- SEE ATTACHED -

August 11, 2025

TOWN OF FLORIDA PLANNING BOARD

RESOLUTION completing part 3 of the Feaf regarding the APPLICATION OF BMG ALBANY, LLC making a determination of significance along with issuing a NEGATIVE declaration

WHEREAS, in January of 2025, BMG Albany, LLC proposed to construct a 3.2 Million SF warehouse/distribution facility through submission of an amended site plan and special permit application (hereafter, "the Project"); and

WHEREAS, the Project is a Type I action for SEQRA review and a Full Environmental Assessment Form ("FEAF") was submitted to the Town of Florida Planning Board (hereafter "the Planning Board"); and

WHEREAS, on February 3, 2025 the Planning Board issued a Notice of Intent to be Lead Agency for the coordinated SEQRA review of the Project; and

WHEREAS, there was no opposition to the Planning Board's Lead Agency status by any other involved agency; and

WHEREAS, on May 5, 2025 the Planning Board declared itself Lead Agency and began review of the Project's FEAF; and

WHEREAS, on July 7, 2025 the Planning Board completed Part 2 of the FEAF and identified areas where the proposed Project may have moderate to large environmental impacts; and

WHEREAS, on August 11, 2025 the Planning Board completed Part 3 of the FEAF assessing each item which was identified as potentially having a moderate to large impact from Part 2; and

WHEREAS, in completing Part 3, the Planning Board determined that the Project will not result in a significant adverse impact on the environment;

NOW, THEREFORE BE IT RESOLVED by the Town of Florida Planning Board as follows:

Section 1. That, for the reasons articulated in its Part 3 analysis, the Planning Board, as Lead Agency has determined that the Project will not result in a significant adverse impact on the environment; and

Section 2. That, for the reasons articulated in its Part 3 analysis, the Planning Board, as Lead Agency issues a negative declaration for the Project.

Dan Roth	**aye**/nay
Scott Marshall	**aye**/nay
Peter Rea	**aye**/nay
Nicholas Armour	aye/nay **absent**
John Hutchinson	aye/nay **abstain**
Charles Saul	**aye**/nay
Chairman Viele	**aye**/nay
Jayme King	**aye**/nay
Cindy Shultz	**aye**/nay

Project:
Date:

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

_____

_____

_____

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

_____

_____

_____

_____

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: MSV1

Name of Lead Agency: Town of Florida Planning Board

Name of Responsible Officer in Lead Agency: Stephen Vicle

Title of Responsible Officer: Chairman

Signature of Responsible Officer in Lead Agency: _____ Date: 11 Aug 25

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Stephen Vicle, Chairman, Town of Florida Planning Board

Address: Town of Florida Town Hall 214 Ft. Hunter Road Amsterdam NY 12010

Telephone Number: 518 843-6372

E-mail: Clerk@townoffloridа.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

EXHIBIT K

APPROVING RESOLUTION

APPROVING RESOLUTION
AMAZON.COM PROJECT

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on November 13, 2025 at 3:30 p.m., local time.

The meeting was called to order by the (~~Vice~~) Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Edward Watt	Member
Jessica Cyr	Member
Daniel Roth	Member

ABSENT:

None

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Development Specialist
Christie Dingman	Staff Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Matthew Beck, seconded by Edward Watt, to wit:

Resolution No. 25-19

RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS IN CONNECTION WITH A LEASE/LEASEBACK TRANSACTION FOR A PROJECT FOR AMAZON.COM SERVICES LLC, BMG ALBANY LLC AND/OR ONE OR MORE AFFILIATES THEREOF.

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing

economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. The Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions; (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York; and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New

York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution") the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and, therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in Montgomery County, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of Montgomery County, New York by undertaking the Project in Montgomery County, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the "Agency Documents"): (A) a certain lease to agency (the "Lease to Agency" or the "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (B) a certain license agreement (the "License to Agency" or the "License Agreement") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (1) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (2) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement (as hereinafter defined); (C) a lease agreement (and a memorandum thereof) (the "Lease Agreement") by and between the Agency and the Company, pursuant to which, among other things, the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency's administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (D) a payment in lieu of tax agreement (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (E) a uniform agency project agreement (the "Uniform Agency Project Agreement") by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance; (F) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (G) a sales tax exemption letter (the

"Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (H) a New York State Department of Taxation and Finance form entitled "IDA Appointment of Project Operator or Agency for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report") and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales tax exemption benefit for the Project (the "Additional Thirty-Day Project Report"); (I) if the Company intends to finance the Project with borrowed money, a mortgage and any other security documents and related documents (collectively, the "Mortgage") from the Agency and the Company to the Company's lender with respect to the Project ("the "Lender"), which Mortgage will grant a lien on and security interest in the Project Facility to secure a loan from the Lender to the Company with respect to the Project (the "Loan"); (J) if the Company requests the Agency to appoint a contractor or contractors, as agent(s) of the Agency (each, a "Contractor") (1) a certain agency indemnification agreement (the "Contractor Agency and Indemnification Agreement") by and between the Agency and the Contractor, (2) a certain recapture agreement (the "Contractor Section 875 GML Recapture Agreement") by and between the Agency and the Contractor, (3) a sales tax exemption letter (the "Contractor Sales Tax Exemption Letter"), and (4) a Thirty-Day Sales Tax Report (the "Contractor Thirty-Day Sales Tax Report") and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales tax exemption benefit for the Project (the "Additional Thirty-Day Project Report") (collectively, the "Contractor Documents"); (K) if the Company intends to request the Agency to appoint (1) the Company, as agent of the Agency and (2) a Contractor, as agent(s) of the Agency prior to closing on the Project and the Lease Agreement or Installment Sale Agreement, interim, agency and indemnification agreements, interim Section 875 GML recapture agreements, interim sales tax exemption letters and interim thirty-day sales tax reports (collectively, the "Interim Documents"); and (L) various certificates relating to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. All action taken by the Chairperson, Vice Chairperson and/or Chief Executive Officer of the Agency with respect to the Public Hearing with respect to the Project is hereby ratified and confirmed.

Section 2. The law firm of Hodgson Russ LLP is hereby appointed Agency Counsel to the Agency with respect to all matters in connection with the Project. Agency Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company, counsel to the Agency and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this resolution. Agency Counsel has prepared and submitted an initial draft of the Agency Documents to staff of the Agency.

Section 3. 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;

(B) The Project constitutes a "project," as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of Montgomery County, New York;

(D) It is estimated at the present time that the costs of the planning, development, acquisition, construction, reconstruction and installation of the Project Facility (collectively, the "Project Costs") will be approximately $621,000,000;

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York;

(F) (1) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project Facility, and accordingly the Project is not prohibited by the provisions of Section 862(2)(a) of the Act, and (2) accordingly the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act;

(G) The granting of the Financial Assistance by the Agency with respect to the Project will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of Montgomery County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act;

(H) The Agency has reviewed the Public Hearing Report and has fully considered all comments contained therein;

(I) The Project should receive the Financial Assistance in the form of exemptions from sales tax and real property tax based on the description of expected public benefits to occur as a result of this Project, as described on Exhibit A attached hereto; and

(J) It is desirable and in the public interest for the Agency to enter into the Agency Documents, except that for the Interim Documents, the following conditions shall be met prior to the Agency entering into the Interim Documents: (1) the term of the Interim Documents shall not exceed sixty (60) days, unless future extensions are consented to by the Agency in writing, (2) the Company shall have paid the Agency's administrative fee, if applicable, relating to the Interim Documents, (3) the Company and any contractors shall have delivered evidence of adequate insurance coverage protecting the Agency and (4) execution by the other parties thereto and delivery of the same to the Agency of the Interim Documents.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (A) accept the License Agreement; (B) lease the Project Facility to the Company pursuant to the Lease Agreement; (C) acquire, construct and install the Project Facility, or cause the Project Facility to be acquired, installed and constructed; (D) enter into the Payment in Lieu of Tax Agreement; (E) enter into the Uniform Agency Project Agreement; (F) enter into the Section 875 GML Recapture Agreement; (G) enter into the Contractor Documents (H) enter into the Interim Documents, subject to compliance with Section 3(J) above; (I) secure the Loan by entering into the Mortgage; and (J) grant the Financial Assistance with respect to the Project.

Section 5. The Agency is hereby authorized (A) to acquire a license in the Licensed Premises pursuant to the License Agreement, (B) to acquire a leasehold interest in the Leased Premises pursuant to the Underlying Lease, (C) to acquire title to the Equipment pursuant to a bill of sale (the "Bill of Sale to Agency") from the Company to the Agency, and (D) to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisitions are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire, construct and install the Project Facility as described in the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction and installation are hereby ratified, confirmed and approved.

Section 7. The Chairperson, Vice Chairperson, and/or Chief Executive Officer of the Agency, with the assistance of Agency Counsel, is authorized to negotiate and approve the form and substance of the Agency Documents.

Section 8. (A) The Chairperson, Vice Chairperson, and/or Chief Executive Officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairperson, Vice Chairperson, and/or Chief Executive Officer shall approve, the execution thereof by the Chairperson, Vice Chairperson, and/or Chief Executive Officer to constitute conclusive evidence of such approval.

(B) The Chairperson, Vice Chairperson, and/or Chief Executive Officer of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

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 or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional 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 resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. This resolution shall take effect immediately.

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

Matthew Beck	VOTING	YES
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Edward Watt	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	ABSTAINED

The foregoing resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (Assistant) Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on November 13, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 13th day of November, 2025.

(Assistant) Secretary

(SEAL)

EXHIBIT A

DESCRIPTION OF THE EXPECTED PUBLIC BENEFITS

In the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency that the Project is expected to provide the following benefits to the Agency and/or to the residents of Montgomery County, New York (the "Public Benefits"):

Description of Benefit		Applicable to Project (indicate Yes or NO)		Expected Benefit
1.	Retention of existing jobs	☐Yes	☑ No	There are no existing jobs at the site.
2.	Creation of new permanent jobs	☑ Yes	☐ No	750 FTE's at the Project Facility within three (3) years of the beginning of operation.
3.	Estimated value of tax exemptions	☑ Yes	☐ No	Approximately $30,000,000 of sales and use tax exemptions. Approximately $45,000,000 of real property tax exemptions.
4.	Private sector investment	☑ Yes	☐ No	Approximately $621,000,000 at the Project Facility within three (3) years of the date hereof.
5.	Likelihood of project being accomplished in a timely fashion	☑ Yes	☐ No	High likelihood of the Project being completed in a timely manner.
6.	Extent of new revenue provided to local taxing jurisdictions	☑ Yes	☐ No	There will be new tax revenue generated by the Company and made available to the local taxing jurisdiction, including revenues to be generated by the occupancy of a project site that is not currently occupied or used.
7.	Any additional public benefits	☑ Yes	☐ No	This Project will provide a new facility to the community in the form of a distribution and warehouse center.
8.	Local labor construction jobs	☑ Yes	☐ No	The Company will make efforts to use local labor during construction.
9.	Wage rates	☐ Yes	☐ No	The Company has indicated in the Application that the salary and fringe benefits to be paid to the FTE positions employed at the facility were expected to be as high as $60,000.
10.	Extent of purchases from local vendors	☐ Yes	☐ No	The Company has indicated in the Application that it will make efforts to utilize local labor and other resources.

11.	Extent of support for local businesses or clusters	☑ Yes	☐ No	The Company has indicated in the Application that it will work with local/regional Workforce Development partners on job opportunities. The Company has also indicated a goal to utilize approximately seventy percent (70%) local labor for construction of the Project. Additionally, the proximity of a large distribution center would be expected to increase efficiency to the extent local businesses order supplies which can be distributed from the Project Facility.
12.	Extent of any retention or flight risk	☑ Yes	☐ No	The Agency has been advised that if the Company does not receive Financial Assistance to locate within the County, it will complete the Project in another county in New York where it can receive the Financial Assistance necessary to make the Project financially viable.
13.	Provides capacity to meet County demand or shortage	☑ Yes	☐ No	The Company does not maintain another distribution facility in the County.

CLOSING ITEM NO.: B-2

CERTIFICATE REGARDING
NO CONFLICTS OF INTEREST

I, the undersigned Authorized Officer for Montgomery County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY, as follows:

1. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 666 of the Laws of 1970 of the State of New York, as amended (collectively, the "Act") and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. In accordance with the Act, the Agency has determined, pursuant to a resolution duly adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution") and in accordance with the provisions of a certain lease agreement June 1, 2026 (the "Lease Agreement") by and between the Agency and Amazon.com Services LLC (the "Company"), to undertake a project (the "Project") consisting of following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

3. Pursuant to the Approving Resolution, the Agency further determined to: (A) complete the acquisition, construction and installation of the Project Facility, or cause the Project Facility to be acquired, constructed and installed; and (B) lease the Project Facility to the Company pursuant to the Lease Agreement and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the Lease Agreement, among other things, the Company is obligated (1) to pay all costs incurred by the Agency with respect to the Project Facility, including all costs of operation and maintenance, all taxes and other governmental charges, any required payments in lieu of taxes, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project Facility and (2) to comply with the provisions of the Act applicable to beneficiaries of financial assistance from the Agency.

4. I have made careful inquiry of each member, officer and employee of the Agency having the power or duty to (a) negotiate, prepare, authorize or approve the Basic Documents or authorize or approve payment thereunder, (b) audit bills or claims under the Basic Documents, or (c) appoint an officer or employee who has any of the powers or duties as set forth above, as to whether or not such member, officer or employee has an "interest" (as defined pursuant to Article 18 of the General Municipal Law of the State of New York) in any of the Basic Documents. Upon information and belief, as a result of such

inquiry, no such member, officer or employee has any such interest in any of the Basic Documents, unless otherwise noted below:

(i) Except as disclosed on Exhibit A attached hereto, no member, officer or employee of the Agency directly or indirectly owns stock of the Company or has a partnership interest in the Company.

(ii) Except as disclosed on Exhibit A attached hereto, no member, officer or employee of the Agency is an officer or employee of the Company.

(iii) Except as disclosed on Exhibit A attached hereto, no member, officer or employee of the Agency is a member of the board of directors of the Company.

(iv) If any member has publicly disclosed the nature and extent of such interest in writing to the members of the Agency, such written disclosure has been made a part of and set forth in the official minutes of the Agency, and a true, correct and complete copy of such written disclosure is annexed hereto as Exhibit A.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 2026.

Authorized Officer

EXHIBIT A

WRITTEN DISCLOSURES OF CONFLICTS OF INTEREST

None.

CLOSING ITEM NO.: B-3

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
113 Park Drive
Fultonville, New York 12072

June 26, 2026

To Whom It May Concern:

Re: New York State Sales or Use Tax Exemption
Montgomery County Industrial Development Agency
Amazon.com Services LLC Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, as modified by TSB-M-14(1.1)S issued by the New York State Department of Taxation and Finance on February 12, 2014 (collectively, the "Policy Statement"), Amazon.com Services LLC (the "Company") has requested a letter from Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), containing the information required by the Policy Statement regarding the sales tax exemption with respect to the captioned project (the "Project") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Project Site").

The Company has applied to and been approved for financial assistance from the Agency in the matter of completion of the Project on the Project Site. The Project includes the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company. Please be advised that on or about June 26, 2026, the Agency executed and delivered the Lease Agreement, pursuant to which the Agency appointed the Company as agent of the Agency to acquire, construct and install the Project Facility.

AGENCY COPY NOT FOR DELIVERY

Pursuant to the Lease Agreement, the Company, as agent of the Agency, is authorized to make purchases of materials to be incorporated in the Project and machinery and equipment constituting a part of the Project, and purchases or rentals of supplies, tools, equipment, or services necessary to acquire, construct, or install the Project, as provided in the IDA Agent or Project Operator Exempt Purchase Certificate ("Form ST-123"), a current form of which is attached hereto as Exhibit A.

To ensure that the above purchases or rentals are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York, the vendor must identify the Project on each bill and invoice for such purchases and indicate on the bill or invoice that the Company as agent for the Agency was the purchaser (e.g., "Amazon.com Services LLC, as agent for Montgomery County Industrial Development Agency"). In addition, the following procedures should be observed:

1. The Company, as agent of the Agency, must complete Form ST-123 and provide same to vendor, with a copy to the Agency.

2. Each bill and invoice should identify the date of delivery and indicate the place of delivery.

3. Payment should be made by the Company acting as agent, directly to the vendor from a requisition from a special project fund of the payor.

4. Deliveries should be made to the Project Site, or under certain circumstances (such as where the materials require additional fabrication before installation on the Project Site or for storage to protect materials from theft or vandalism prior to installation at the Project Site) deliveries may be made to a site other than the Project Site, providing the ultimate delivery of the materials is made to the Project Site. Where delivery is made to a site other than the Project Site, the purchases should be billed or invoiced by the vendor to the Company as agent of the Agency, identify the date and place of delivery, the Agency's full name and address and the Project Site where the materials will ultimately be delivered for installation.

A contractor or subcontractor not appointed as agent or project operator of the Agency must present suppliers with Form ST-120.1, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16).

Pursuant to Section 874(8) of the Act, the Company, as agent of the Agency, must annually file, or cause to be filed, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency. The penalty for failure to file such a statement under Section 874(8) of the Act shall be the removal of authority to act as an agent for the Agency.

Pursuant to Section 874(9) of the Act, the Company, as agent of the Agency, must file, or cause to be filed, within thirty (30) days of the date the Agency designates the Company as agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such manner as prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency.

Pursuant to Section 875(5) of the Act, the Company may not utilize the Thirty-Day Sales Tax Report as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (A) subject the Company to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (B) be deemed to be, under articles twenty-eight and thirty-seven of the New York State tax law,

DRAFT DOCUMENT SUBJECT TO REVISION

the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company is required to utilize Form ST-123 to obtain the sales tax exemption.

This letter shall serve as proof of the existence of an agency contract between the Agency and the Company for the SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

It is hereby further certified that, under the Policy Statement, since the Agency is a public benefit corporation, neither the Agency nor the Company as its agent, is required to furnish an "Exempt Organization Certificate" in order to secure exemption from any sales or use tax for such items or services.

Under the Policy Statement, a copy of this letter received by any vendor or seller to the Company as agent for the Agency, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York State Tax Law Section 1132(c)(1), thereby relieving such vendor or seller from the obligation to collect sales and use tax on purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company.

THIS LETTER SHALL BE IN EFFECT UNTIL DECEMBER 31, 2028.

[Remainder of page left blank intentionally]

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

In the event you have any questions with respect to the above, please do not hesitate to call Kenneth F. Rose, Chief Executive Officer of the Agency, at 518-853-8834.

Very truly yours,

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Authorized Officer

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

MCIDA

EXHIBIT A

IDA AGENT OR PROJECT OPERATOR
EXEMPT PURCHASE CERTIFICATE

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

This certificate is not valid unless all entries have been completed.
Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel.*

Name of seller			Name of agent or project operator		
Street address			Street address		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
			Agent or project operator sales tax ID number *(see instructions)*		

Mark an **X** in one: ☐ Single-purchase certificate ☐ Blanket-purchase certificate (valid only for the project listed below)

To the seller:
You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA			
Name of project		IDA project number *(use OSC number)*	
Street address of project site			
City, town, or village		State	ZIP code
Enter the date that you were appointed agent or project operator *(mm/dd/yy)* ..... / /		Enter the date that agent or project operator status ends *(mm/dd/yy)* ..... / /	

Exempt purchases

*(Mark an **X** in boxes that apply)*

☐ A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project

☐ B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

☐ C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative *(include title and relationship)*	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.*

Example 2: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in* Example 1. *Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.*

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

A. Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.

B. Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.

C. Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A $50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You **must** identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Montgomery County IDA
Street 113 Park Drive
City Fultonville, New York 12072
Telephone no. Day (518) 853-8834
Evening ( )
Contact Kenneth Rose
Title Chief Executive Officer

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Amazon.com Services LLC
Street 410 Terry Avenue North
City Seattle, Washington 98109
Telephone no. Day ( ) (646) 927-6819
Evening ( )
Contact Brad Griggs
Title Director, Economic Development

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 54.-1-36
b. Street address 1.5 miles West of Interchange 27 on south side of NYS Route 5S & bet. 5S & (I-90)
c. City, Town or Village Town of Florida
d. School District Greater Amsterdam CSD
e. County Montgomery
f. Current assessment
g. Deed to IDA (date recorded; liber and page) N/A

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) distribution center and warehouse, including office space, related parking, trailer and truck storage
b. Type of construction new construction
c. Square footage +/- 3.2 million
d. Total cost $621,000,000
e. Date construction commenced 01/2026
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2043

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Pursuant to the attached Payment in Lieu of Tax Agreement.

b. Projected expiration date of agreement December 31, 2043

c. Municipal corporations to which payments will be made

	Yes	No
County Montgomery	☑	☐
Town/City Florida	☑	☐
Village	☐	☑
School District Greater Amsterdam	☑	☐

d. Person or entity responsible for payment

Name Amazon.com Services LLC
Title
Address 410 Terry Avenue North
Seattle, Washington 98109

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.
Telephone (646) 927-6819

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☐ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Kenneth F. Rose (Name), Authorized Officer (Title) of Montgomery County Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

06/ 26/ /2026
Date

Kenneth F Rose
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____ _____
Date Assessor's signature

RP-412-a Attachment

5. e. The IDA has a leasehold interest in the property pursuant to a lease to agency dated as of June 1, 2026 (the “Lease to Agency”) from the Company to the IDA.

AFFIDAVIT OF MAILING OF
PAYMENT IN LIEU OF TAX AGREEMENT
AND RP-412(a)

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

That on June 29, 2026, I mailed an executed copy of the Payment in Lieu of Tax Agreement and Application of Real Property Tax Exemption (RP-412-a) both relating to the Montgomery County Industrial Development Agency's Amazon.com Services LLC/BMG Albany LLC. Project to the following:

Pete Vroman, County Executive
Montgomery County
County Annex Building, P.O. Box 1500
20 Park Street, PO Box 1500
Fonda, New York 12068-1500

9589 0710 5270 1825 1699 79

Richard Ruberti, Superintendent
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

9589 0710 5270 1823 4983 78

Eric Mead, Supervisor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

9589 0710 5270 1823 4983 85

Rev. Kent A. McHeard, School Board President
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

9589 0710 5270 1823 4983 92

Lisa A. Jablonski, Assessor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

9589 0710 5270 1823 4984 22

Kristi McGaffin, District Clerk
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

9589 0710 5270 1823 4984 15

In witness thereof, I have hereunto set my hand this 26th day of June, 2026.

Adam Carson

Shannon E. Wagner
Associate
swagner@hodgsonruss.com

Hodgson Russ LLP
ATTORNEYS

June 29, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Pete Vroman, County Executive
Montgomery County
County Annex Building
20 Park Street, PO Box 1500
Fonda, New York 12068-1500

Richard Ruberti, Superintendent
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

Eric Mead, Supervisor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

Rev. Kent A. McHeard, School Board President
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

Lisa A. Jablonski, Assessor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

Kristi McGaffin, District Clerk
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

RE: Montgomery County Industrial Development Agency
Amazon.com Services LLC/BMG Albany LLC
Payment in Lieu of Tax Agreement together with a RP-412-A

Ladies and Gentlemen:

Enclosed herewith please find an executed copy of the Payment in Lieu of Tax Agreement and Real Property Tax Exemption (RP-412-a) by and between the Montgomery County Industrial Development Agency and Amazon.com Services LLC/BMG Albany LLC regarding the above-captioned transaction.

If you have any questions or comments regarding the foregoing, please do not hesitate to contact me.

Sincerely yours,

Shannon E. Wagner

SEW/tab
Enclosures

cc: Kenneth F. Rose, Chief Executive Officer (w/enclosures, via email)
Sheila Snell, Chief Financial Officer (w/enclosures, via email)
Christopher C. Canada, Esq. (w/enclosures, via email)
Robert G. Murray, Esq. (w/enclosures, via email)

CLOSING ITEM NO.: A-5

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

AMAZON.COM SERVICES LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF JUNE 1, 2026

RELATING TO THE PREMISES LOCATED APPROXIMATELY 1.5 MILES WEST OF INTERCHANGE 27 ON THE SOUTH SIDE OF NEW YORK STATE ROUTE 5S AND BETWEEN NEW YORK STATE ROUTE 5S AND THE NEW YORK STATE THRUWAY (I-90) (TAX MAP NO. 54.-1-36) IN THE TOWN OF FLORIDA, MONTGOMERY COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 113 Park Drive, Fultonville, New York, and AMAZON.COM SERVICES LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 410 Terry Avenue North, Seattle, Washington;

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in October, 2025, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No.: 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the

meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. Pursuant to Section 859-a of the Act, the Chief Executive Officer of the Agency caused a copy of the certified Public Hearing Resolution to be mailed on October 21, 2025 to the chief executive officers of Montgomery County, the Town of Florida and the Greater Amsterdam School District (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on October 21, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on October 21, 2025 on the Agency's website and also on a public bulletin board located in the lobby of the offices of Montgomery County Industrial Development Agency located at 113 Park Drive in the Village of Fultonville, Montgomery County, New York, and (3) published on October 23, 2025 in The Recorder, a newspaper of general circulation available to the residents of the Town of Florida, Montgomery County, New York; (B) conducted the Public Hearing on November 3, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York; and (C) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution"), the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); and

WHEREAS, by further resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of June 1, 2026 (the "Lease Agreement") and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of

June 1, 2026 (the "Lease to Agency" or "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) this Payment in Lieu of Tax Agreement by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (2) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (3) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) various certificates relating to the Project (the "Closing Documents"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), upon the filing by the Agency of the Real Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its Members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its Articles of Organization, Operating Agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not

conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or Operating Agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility by holding a leasehold interest therein, and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest in the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, in coordination with the Agency, promptly following acquisition by the Agency of the leasehold interest in the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees, in coordination with the Agency, to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall be entitled to challenge the Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land or the Improvements pursuant to the Lease to Agency.

(3) If the Company determines to challenge the Assessed Value of the Project Facility in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law, the Company agrees to provide written notice of such intention to file such challenge to the Agency, Montgomery County, the Town of Amsterdam and the Greater Amsterdam School District at least forty-five (45) days prior to any filing under Article 7 of the Real Property Tax Law.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if the Land was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Land determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if the Improvements were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02, by (b) the

tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency.

(4) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Improvements shall be an amount equal to the applicable percentage of the Normal Tax due each Taxing Entity with respect to the Improvements for such tax year, as shown in the following table:

Tax Year Commencing in Calendar Year	Percentage of Normal Tax Town/County	Percentage of Normal Tax School District
Construction	100%	100%
1	25%	25%
2	25%	25%
3	25%	25%
4	25%	25%
5	25%	25%
6	50%	50%
7	50%	50%
8	50%	50%
9	50%	50%
10	50%	50%
11	75%	75%
12	75%	75%
13	75%	75%
14	75%	75%
15	75%	75%
16 and thereafter	100%	100%

(5) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which any portion of the Project Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to Subsection (C)(2) hereof, **plus** (b) the amount due each Taxing Entity with respect to the Improvements for such tax year, as determined pursuant to Subsection (C)(4) hereof.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional

Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall be entitled to challenge the Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land or the Improvements pursuant to the Lease to Agency.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

(I) Certificate of Occupancy. Notwithstanding the estimated abatement schedule set forth in Section 2.02(C)(4) above, the Agency and the Company agree and acknowledge that Year 1 shall not begin unless and until the Company shall deliver to the Agency the Certificate of Occupancy; provided, however, that in no event shall Year 1 begin later than January 1, 2029, without the prior written consent of the Agency.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31 of the calendar year in which the last payment in lieu of tax is due, or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Amazon.com Services, LLC
410 Terry Avenue North
Seattle, Washington 98121
Attention: Director, Economic Development
Facsimile: (206) 266-7010

AND

Amazon.com Services, Inc.
2121 7th Avenue
Seattle, Washington 98121
Attention: Economic Development Compliance
E-mail: economicdevelopment@amazon.com

AND

Amazon.com, Inc.
P.O. Box 81226
Attention: General Counsel & Real Estate
Facsimile: (206) 266-7010

WITH A COPY TO:

Harris Beach Murtha Cullina PLLC
726 Exchange Street
Buffalo, New York 14210
Attention: Robert G. Murray, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072
Attention: Chairperson

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: Christopher C. Canada, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax 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.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Authorized Officer

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

AMAZON.COM SERVICES LLC

BY:_____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF MONTGOMERY)

On the 18TH day of May, in the year 2026, before me, the undersigned, personally appeared KENNETH F. ROSE, 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

SHAWN J. BOWERMAN
Notary Public State of New York
Qualified in Montgomery County
No. 01BO6012042
Commission expires November 1, 2026

STATE OF Georgia)
)ss:
COUNTY OF Gwinnett)

On the 2nd day of June, in the year 2026, before me, the undersigned, personally appeared HOLLY SULLIVAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole Fraser
Notary Public

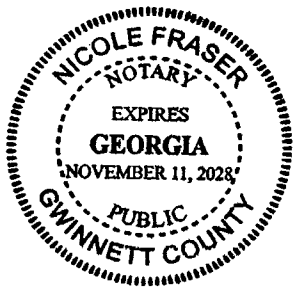


EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency") between Amazon.com Services LLC (the "Company"), as landlord, and Montgomery County Industrial Development Agency (the "Agency"), as tenant, in an approximately 137.35 acre parcel of land (the "Land") located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (collectively, the "Project Facility"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

A certain piece or parcel of land depicted containing 137.35 acres, on a map entitled "Map Showing Overall Merged Parcel, Prepared For WE Acquisitions, L.L.C., State Routes 5S, Mead Road & Snooks Corners Road, Town of Florida, Montgomery County, New York," dated April 22, 2019 and last revised July 15, 2021, scale 1"=150', prepared by The LRC Group, 85 Civic Center Plaza, Suite 103 Poughkeepsie, NY 12601 being further bounded and described as follows:

BEGINNING at an iron pin set on the southerly 1955 Highway Layout Line of New York State Route 5S, said point being North 68 degrees 56 minutes 20 seconds West 327. 17 feet from a N.Y.S.D.O.T monument found at the intersection of the said southerly 1955 Highway Layout Line of Route 5S with the 1955 Highway Layout Line of Mead Road, said point also being the northwesterly corner of land now or formerly of Mead Brothers Properties, LLC as described in Liber 2016 Page 67487 and the northeasterly corner of the herein described parcel;

THENCE RUNNING along the division line of the herein described parcel and said lands of Mead Brothers Properties, LLC, South 06 degrees 02 minutes 31 seconds East 946.15 feet to a point on the assumed northerly highway line of Mead Road;

THENCE RUNNING southwesterly the following four (4) courses and distances along the said assumed northerly highway line of Mead Road:

1. South 51degrees 57 minutes 52 seconds West, 208.97 feet;
2. Southwesterly on a curve to the left having a radius of 1,007.65 feet, an arc length of 279.85 feet, and a chord bearing South 43 degrees 59 minutes 30 seconds West, 278.95 feet;
3. South 33 degrees 58 minutes 11 seconds West, 122.09 feet; and
4. Southerly on a curve to the left having a radius of 423.07 feet, an arc length of 88.40 feet, and a chord bearing South 25 degrees 55 minutes 04 seconds West 88.24 feet to a point marking the most northeasterly corner of other land now or formerly of Mead Brothers Properties, LLC, as described in Liber 2016 Page 67485, said point being the southeasterly corner of the herein described parcel;

THENCE RUNNING westerly, southerly, southwesterly, northwesterly, westerly again and southwesterly again the following fifteen (15) courses and distances generally along the centerline of a tributary of Chuctanunda Creek as it winds and bends, in part, and along said other lands of Mead Brothers Properties LLC:

1. South 86 degrees 09 minutes 19 seconds West, 434.70 feet;
2. North 87 degrees 26 minutes 20 seconds West, 144.37 feet;
3. North 73 degrees 53 minutes 29 seconds West, 162.42 feet
4. South 75 degrees 48 minutes 02 seconds West, 76.94 feet;
5. South 15 degrees 51 minutes 25 seconds West, 97.01 feet;
6. South 68 degrees 30 minutes 11 seconds West, 309.77 feet;
7. South 78 degrees 42 minutes 03 seconds West, 75.36 feet;
8. North 64 degrees 52 minutes 35 seconds West, 50.00 feet;
9. North 43 degrees 08 minutes 22 seconds West, 59.44 feet;
10. North 87 degrees 30 minutes 45 seconds West, 21.27 feet;
11. South 65 degrees 57 minutes 48 seconds West, 56.64 feet;
12. South 75 degrees 49 minutes 44 seconds West, 86.70 feet;
13. North 81 degrees 00 minutes 25 seconds West, 94.46 feet
14. North 66 degrees 17 minutes 24 seconds West, 93.16 feet; and
15. South 34 degrees 51 minutes 59 seconds West, 300.47 to a point in the northerly right of way line of the New York State Thruway;

THENCE RUNNING generally westerly the following four (4) courses and distances along the said northerly right of way line of the New York State Thruway:

1. North 73 degrees 53 minutes 51 seconds West, 81.79 feet to a N.Y.S.D.O.T. monument found;
2. North 73 degrees 58 minutes 57 seconds West, 738.81 feet to a N.Y.S.D.O.T. monument found;
3. N75 degrees 17 minutes 54 seconds West, 618.57 feet to a N.Y.S.D.O.T. monument found; and
4. North 73 degrees 20 minutes 11 seconds West, 475.56 feet to an iron pin found at the southeasterly corner of land now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87412, said point being the southwesterly corner of the herein described parcel;

THENCE RUNNING northerly, and westerly the following three (3) courses and distances along said lands now or formerly of WE 1785 State Highway 5S LLC, in part, other lands now or formerly of WE 1785 State Highway 5S LLC, as described in Deed Document Number 2020-87409, in part, and lands of Sopramco III REO, LLC, as described in Liber 1664 Page 151, in part;

1. North 08 degrees 17 minutes 09 seconds East, 811.10 feet;
2. North 80 degrees 43 minutes 46 seconds West, 166.69 feet to an iron pin with cap found; and
3. North 85 degrees 08 minutes 22 seconds West 82.94 feet to a point on the 2002 Highway Layout Line of New York State Route 5S, said point being the westerly-most corner of the herein described parcel;

THENCE RUNNING easterly, southerly, easterly again, and southeasterly along the southerly 2002 Highway Layout line, the southerly 2004 Highway Layout Line, and the southerly 1955 Highway Layout Line, all in part, along a curve to the left having a radius of 1465.00 feet, an arc length of 217.28 feet, and a chord bearing North 85 degrees 57 minutes 03 seconds East, 217.08 feet, South 75 degrees 46 minutes 43 seconds East, 21.66 feet to an iron pin found, North 81 degrees 25 minutes 20 seconds East 51.65 feet to an iron pin found, North 75 degrees 51 minutes 07 seconds East, 98.70 feet to an iron pin found, North 75 degrees 00 minutes 13 seconds East, 82.28 feet to an iron pin found, North 71 degrees 22

minutes 47 seconds East, 256.07 feet to a N.Y.S.D.O.T, monument found, North 70 degrees 23 minutes 41 seconds East, 211.01 feet to a N.Y.S.D.O.T. monument found, North 71 degrees 27 minutes 58 seconds East, 265.61 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 51 minutes 51 seconds East, 399.17 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 05 minutes 39 seconds East, 320.71 feet to a N.Y.S.D.O.T. monument found, North 75 degrees 48 minutes 57 seconds East 189.65 feet to a N.Y.S.D.O.T. monument found, North 79 degrees 15 minutes 55 seconds East, 855.81 feet to an iron pin with cap found, North 79 degrees 11 minutes 45 seconds East, 74.56 feet to a N.Y.S.D.O.T. monument found, South 86 degrees 28 minutes 54 seconds East, 17.67 feet, North 88 degrees 45 minutes 08 seconds East, 90.84 feet, North 88 degrees 06 minutes 33 seconds East, 398.74 feet, South 76 degrees 21 minutes 41 seconds East, 358.38 feet, and South 68 degrees 56 minutes 20 seconds East, 339.34 feet to the point or place of BEGINNING.

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Montgomery County IDA
Street 113 Park Drive
City Fultonville, New York 12072
Telephone no. Day (518) 853-8834
Evening ( )
Contact Kenneth Rose
Title Chief Executive Officer

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Amazon.com Services LLC
Street 410 Terry Avenue North
City Seattle, Washington 98109
Telephone no. Day ( ) (646) 927-6819
Evening ( )
Contact Brad Griggs
Title Director, Economic Development

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 54.-1-36
b. Street address 1.5 miles West of Interchange 27 on south side of NYS Route 5S & bet. 5S & (I-90)
c. City, Town or Village Town of Florida
d. School District Greater Amsterdam CSD
e. County Montgomery
f. Current assessment
g. Deed to IDA (date recorded; liber and page) N/A

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) distribution center and warehouse, including office space, related parking, trailer and truck storage
b. Type of construction new construction
c. Square footage +/- 3.2 million
d. Total cost $621,000,000
e. Date construction commenced 01/2026
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2043

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Pursuant to the attached Payment in Lieu of Tax Agreement.

b. Projected expiration date of agreement December 31, 2043

c. Municipal corporations to which payments will be made

	Yes	No
County Montgomery	☑	☐
Town/City Florida	☑	☐
Village	☐	☑
School District Greater Amsterdam	☑	☐

d. Person or entity responsible for payment

Name Amazon.com Services LLC
Title
Address 410 Terry Avenue North
Seattle, Washington 98109

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.
Telephone (646) 927-6819

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☐ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Kenneth F. Rose (Name), Authorized Officer (Title) of Montgomery County Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

06 / 26 /2026
Date

Kenneth F. Rose
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____
Date

_____
Assessor's signature

RP-412-a Attachment

5. e. The IDA has a leasehold interest in the property pursuant to a lease to agency dated as of June 1, 2026 (the "Lease to Agency") from the Company to the IDA.

9589 0710 5270 1825 1699 79

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at *www.usps.com®*.

Certified Mail Fee $ 5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 3.00

Total Postage and Fees $ 12.70

Sent To: Pete Vroman, County Executive, Montgomery County

Street and Apt. No., or PO Box No.: County Annex Building, P.O. Box 1500, 20 Park Street, PO Box 1500

City, State, ZIP+4®: Fonda, New York 12068-1500

ANNEX CARRIER STATION — JUN 29 2026

012178 00095 SEW/ 1809 P.Holt RP4/2a

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1823 4983 78

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Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 3.00

Total Postage and Fees $ 12.70

Sent To: Richard Ruberti, Superintendent, Greater Amsterdam School District

Street and Apt. No., or PO Box No.: 140 Saratoga Avenue

City, State, ZIP+4®: Amsterdam, New York 12010

ANNEX CARRIER STATION — JUN 29 2026

012178 00095 SEW/ 1809 P.Holt RP4/2a

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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- ☑ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 3.00

Total Postage and Fees $ 12.70

Sent To: Eric Mead, Supervisor, Town of Florida

Street and Apt. No., or PO Box No.: 10569 214 Fort Hunter Road

City, State, ZIP+4®: Amsterdam, New York 12010

CARRIER STATION — JUN 29 2026 — ALBANY NY 12207 USPS

012178 00095 SEW/ 1809 P.Holt RP4/2a

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1823 4983 92

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Certified Mail Fee $ 5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☑ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 3.00

Total Postage and Fees $ 12.70

Sent To: Kent A. McHeard, School Board President, Greater Amsterdam School District

Street and Apt. No., or PO Box No.: 140 Saratoga Avenue

City, State, ZIP+4®: Amsterdam, New York 12010

ANNEX CARRIER STATION — JUN 29 2026 — ALBANY NY 12207 USPS

012178 00095 SEW/ 1809 P.Holt RP4/2a

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1823 4984 22

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Extra Services & Fees *(check box, add fee as appropriate)*
- ☑ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 3.00

Total Postage and Fees $ 12.70

Sent To: Lisa A. Jablonski, Assessor, Town of Florida

Street and Apt. No., or PO Box No.: 10569 214 Fort Hunter Road, Amsterdam, New York 12010

City, State, ZIP+4®:

ANNEX CARRIER STATION — JUN 29 2026 — ALBANY NY 12207 USPS

012178 00095 SEW/ 1809 P.Holt RP4/2a

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1823 4984 15

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Extra Services & Fees *(check box, add fee as appropriate)*
- ☑ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 3.00

Total Postage and Fees $ 12.70

Sent To: Kristy McGaffin, District Clerk, Greater Amsterdam School District

Street and Apt. No., or PO Box No.: 140 Saratoga Avenue, Amsterdam, New York 12010

City, State, ZIP+4®:

ANNEX CARRIER STATION — JUN 29 2026 — ALBANY NY 12207 USPS

012178 00095 SEW/ 1809 P.Holt RP4/2a

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pete Vroman, County Executive
Montgomery County
County Annex Building, P.O. Box 1500
20 Park Street, PO Box 1500
Fonda, New York 12068-1500

9590 9402 9546 5121 7469 10

2. Article Number *(Transfer from service label)*
9589 0710 5270 1825 1699 79

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Jess Ahrens C. Date of Delivery 7/2/26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FONDA NY 12 PM JUL - 2 2026 USPS

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard Ruberti, Superintendent
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

9590 9402 9546 5121 7469 27

2. Article Number *(Transfer from service label)*
9589 0710 5270 1823 4983 78

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 2026 AMX1 250

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eric Mead, Supervisor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

9590 9402 9546 5121 7469 34

2. Article Number *(Transfer from service label)*
9589 0710 5270 1823 4983 85

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* E. Staley C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rev. Kent A. McHeard,
School Board President
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

9590 9402 9546 5121 7469 41

2. Article Number *(Transfer from service label)*

9589 0710 5270 1823 4983 92

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Anna Travis ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lisa A. Jablonski, Assessor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, New York 12010

9590 9402 9546 5121 7462 00

2. Article Number *(Transfer from service label)*

9589 0710 5270 1823 4984 22

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X C. Stay ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Stay | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kristi McGaffin, District Clerk
Greater Amsterdam School District
140 Saratoga Avenue
Amsterdam, New York 12010

9590 9402 9546 5121 7469 65

2. Article Number *(Transfer from service label)*

9589 0710 5270 1823 4984 15

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Anna Travis ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

AMENDED

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
Montgomery County Industrial Development Agency			2702-26-01
Street address			Telephone number
113 Park Drive			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
Fultonville	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☒	Employer identification or Social Security number
Amazon.com Services LLC				82-0544687
Street address			Telephone number	Primary operator or agent?
410 Terry Avenue North			(646) 927-6819	Yes ☒ No ☐
City	State	ZIP code	Email address (optional)	
Seattle	WA	98109		

Project information

Name of project			
Amazon.com Project			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
Florida	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
01 /26/26	12/31/28	☒

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in)
	375,000,000.00		30,000,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title		
Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26 /2026	(518) 853-8334

AMENDED CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
Street address			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
BMG Albany LLC			83-3812311 X
Street address		Telephone number	Primary operator or agent?
X 100 Front Street Suite 1225		(781) 974-3628	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)
X West Conshohocken	PA	19428	

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State	ZIP code	Email address (optional)
Florida	NY	12702	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
01/26/26	12/31/28	☒

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
375,000,000.00	30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

AMENDED CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
Street address			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

	Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number	
	Layton Construction Company, LLC				87-0660059	X
X	Street address			Telephone number	Primary operator or agent?	
	9090 South Sandy Parkway			(801) 568-9090	Yes ☐ No ☒	
X	City	State	ZIP code	Email address (optional)		
	Sandy	UT	84070			

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
Florida	NY	12702	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
01/26/26	12/31/28	☒

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in) 375,000,000.00	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in) 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Buse	Authorized Officer	
Signature	**Date**	**Telephone number**
	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Graydaze Contracting, Inc.			58-2093844
Street address		Telephone number	Primary operator or agent? Yes ☐ No ☒
1801 Old Alabama Road, Suite 200		( )	
City	State ZIP code		Email address (optional)
Roswell	GA 30076		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in)
	375,000,000.00	$	30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Cabinet Masters Inc.			43-1751728
Street address		Telephone number	Primary operator or agent?
350 N. Hancock Street		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
Ironton	MO 63650		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/03/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in) 375,000,000.00	Estimated value of New York State and local sales and use tax exemption provided:	$ (all agents, all in) 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	0626 12026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
FabSouth LLC d/b/a SC Steel LLC			20-0921961
Street address		Telephone number	Primary operator or agent?
114 E. Warehouse Court		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
Taylors	SC 29687		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in)
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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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IDA information

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
OSR Holding Company LLC d/b/a O'Hara's Son Roofing Company			99-1311502
Street address		Telephone number	Primary operator or agent?
6437 N. Avondale Avenue		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
Chicago	IL 60631		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/03/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in) 375,000,000.00	Estimated value of New York State and local sales and use tax exemption provided:	$ (all agents, all in) 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
New England Finish Systems LLC			68-0641275
Street address		Telephone number	Primary operator or agent? Yes ☐ No ☒
1 Delaware Drive		( )	
City	State	ZIP code	Email address (optional)
Salem	NH	03079	

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
375,000,000.00	$ 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Conewago Manufacturing, LLC			82-2058443
Street address		Telephone number	Primary operator or agent?
660 Edgegrove Road		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
Hanover	PA 17331		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
05/29/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in)
	375,000,000.00		$ 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26 2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
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IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Scurto Cement Construction, Ltd.				36-2946066
Street address			Telephone number	Primary operator or agent?
389 Sola Drive			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Gilberts	IL	60136		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in)
	375,000,000.00	$	30,000,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
Kenneth F. Rose	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Henderson-Johnson Co., Inc.				15-0336240
Street address			Telephone number	Primary operator or agent?
918 Canal Street			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Syracuse	NY	13210		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in) 375,000,000.00	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in) $ 30,000,000.00

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Ferguson Electric, Inc. d/b/a Ferguson Electric				16-0430730
Street address			Telephone number	Primary operator or agent?
321 Ellicot Street			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Buffalo	NY	14203		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

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Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Keller North America Inc				59-2059235
Street address			Telephone number	Primary operator or agent?
1140 Crosspointe Lane			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Webster	NY	14580		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

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06/04/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26/2026	(518) 853-8334

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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IDA information

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Otis Elevator Company				13-5583389
Street address			Telephone number	Primary operator or agent?
1 Carrier Place			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Farmington	CT	06032		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

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06/04/2026	12/31/28	

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Print name of officer or employee signing on behalf of the IDA	Print title		
Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		0626 /2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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IDA information

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
John W. Danforth Company				16-0401910
Street address			Telephone number	Primary operator or agent?
300 Colvin Woods Parkway			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Tonawanda	NY	14150		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

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06/03/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26 /2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
CBG Acquisition Company d/b/a Cook & Boardman, LLC d/b/a Co				83-1835901
Street address			Telephone number	Primary operator or agent?
345 Mason Road			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
La Vergne	TN	37086		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/03/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
375,000,000.00	$ 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title		
Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26/2026	(518) 853-8334

AFFIDAVIT OF MAILING OF
AMENDED THIRTY-DAY SALES TAX REPORT (ST-60)

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

That on June 29, 2026, I mailed **Amended** Thirty-Day Sales Tax Reports (ST-60s) executed by Montgomery County Industrial Development Agency (the "Agency") said ST-60s reflecting the re-appointment of: (a) Amazon.com Services LLC, (b) BMG Albany, LLC, and (c) Layton Construction Company LLC, as agents of the Agency with respect to the Amazon.com Services LLC/BMG Albany LLC Project to the following:

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

9589 0710 5270 1823 4983 61

I have hereunto set my hand this 29th day of June, 2026.

Adam Carson

Shannon E. Wagner
Associate
swagner@hodgsonruss.com

Hodgson Russ LLP
ATTORNEYS

June 29, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Re: Montgomery County Industrial Development Agency
Amazon.com Services LLC/BMG Albany LLC Project
Amended ST-60s

Ladies/Gentlemen:

Enclosed herewith please find executed **Amended** Tax Form ST-60 - IDA Appointment of Project Operator or Agent for Sales Tax Purposes in connection with the re-appointment of the following entities related to the above-captioned transaction

1. Amazon.com Services LLC;
2. BMG Albany LLC; and
3. Layton Construction Company, LLC.

If you have any questions or comments regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

Shannon E. Wagner

SEW/tab
Enclosure

cc: Kenneth F. Rose, Chief Executive Officer (with enclosure, via email)
Sheila Snell, Chief Financial Officer (with enclosure, via email)
Christopher C. Canada, Esq. (with enclosure, via email)
Robert G. Murray, Esq. (with enclosure, via email)

677 Broadway • Suite 401 • Albany, New York 12207 • telephone 518.465.2333 • facsimile 518.465.1567
Albany • Buffalo • Hackensack • New York City • Palm Beach • Rochester • Saratoga Springs • Toronto • www.hodgsonruss.com

AMENDED

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
Montgomery County Industrial Development Agency			2702-26-01
Street address			Telephone number
113 Park Drive			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
Fultonville	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an *X* in the box if directly appointed by the IDA: ☒	Employer identification or Social Security number
Amazon.com Services LLC				82-0544687
Street address			Telephone number	Primary operator or agent?
410 Terry Avenue North			(646) 927-6819	Yes ☒ No ☐
City	State	ZIP code	Email address (optional)	
Seattle	WA	98109		

Project information

Name of project			
Amazon.com Project			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
Florida	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an *X* in the box if this is an extension to an original project:
01 /26/26	12/31/28	☒

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in)
	375,000,000.00		30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title		
Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26 /2026	(518) 853-8334

AMENDED CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
Street address			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
BMG Albany LLC				83-3812311 X
Street address			Telephone number	Primary operator or agent?
X 100 Front Street Suite 1225			(781) 974-3628	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
X West Conshohocken	PA	19428		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
Florida	NY	12702	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

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Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
01 /26/26	12/31/28	☒

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
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	Authorized Officer		
Signature		Date	Telephone number
		06/26 /2026	(518) 853-8334

AMENDED CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
Street address			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Layton Construction Company, LLC				87-0660059 X
Street address			Telephone number	Primary operator or agent?
X 9090 South Sandy Parkway			(801) 568-9090	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
X Sandy	UT	84070		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
Florida	NY	12702	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project:
01/26/26	12/31/28	☒

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
375,000,000.00	30,000,000.00

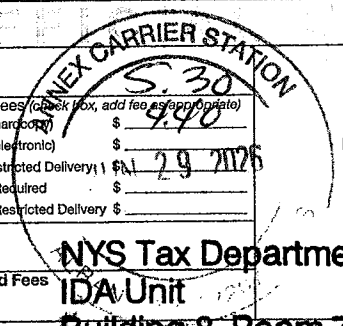
Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

9589 0710 5270 1823 4983 61

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.



Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- [x] Return Receipt (hardcopy) $ 4.40
- [ ] Return Receipt (electronic) $
- [ ] Certified Mail Restricted Delivery $
- [ ] Adult Signature Required $
- [ ] Adult Signature Restricted Delivery $

Postmark Here

Postage
$ 1.03

Total Postage and Fees
$ 10.73

Sent To
NYS Tax Department
IDA Unit

Street and Apt. No., or PO Box
Building 8, Room 738
W.A. Harriman Campus

City, State, ZIP+4®
Albany, NY 12227

CV2178
000928
Seuf
1809
Amended
5160

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, NY 12227

9590 9402 9546 5121 7468 59

2. Article Number *(Transfer from service label)*

9589071052701823498361

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
TAX DEPT
ALBANY, NY 12227
JUL 01 2026

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

AFFIDAVIT OF MAILING OF
THIRTY-DAY SALES TAX REPORTS (ST-60)

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

That on June 29, 2026, I mailed Thirty-Day Sales Tax Reports (ST-60s) executed by Montgomery County Industrial Development Agency (the "Agency") said ST-60s reflecting the appointment of: (a) Graydaze Contracting, Inc., (b) FabSouth LLC d/b/a SC Steel LLC, (c) OSR Holding Company LLC d/b/a O'Hara's Son Rooking Company, (d) New England Finish Systems LLC, (e) Conewago Manufacturing, LLC, (f) Scurto Cement Construction, Ltd., (g) Hennderson-Johnson Co., Inc., (h) Ferguson Electric, Inc. d/b/a Ferguson Electric, (i) Keller North America Inc, (j) Otis Elevator Company, (k) John W. Danforth Company, (l) CBG Acquisition Company, d/b/a Cook & Boardman, LLC d/b/a Co, and (m) Cabinet Masters Inc. as agents of the Agency with respect to the Amazon.com Services LLC/BMG Albany LLC Project to the following:

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

9589 0710 5270 1825 1699 86

I have hereunto set my hand this 29th day of June, 2026.

Adam Carson

Shannon E. Wagner
Associate
swagner@hodgsonruss.com

June 29, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

Re: Montgomery County Industrial Development Agency
Amazon.com Services LLC/BMG Albany LLC Project
Contractor ST-60

Ladies/Gentlemen:

Enclosed herewith please find executed Tax Form ST-60 - IDA Appointment of Project Operator or Agent for Sales Tax Purposes in connection with the appointment of the following entities related to the above-captioned transaction:

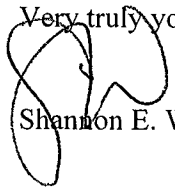
1. Graydaze Contracting, Inc.;
2. FabSouth LLC d/b/a SC Steel LLC;
3. OSR Holding Company LLC d/b/a O'Hara's Son Roofing Company;
4. New England Finish Systems LLC;
5. Conewago Manufacturing, LLC;
6. Scurto Cement Construction, Ltd.;
7. Henderson-Johnson Co., Inc.;
8. Ferguson Electric, Inc. d/b/a Ferguson Electric;
9. Keller North America Inc;
10. Otis Elevator Company;
11. John W. Danforth Company;
12. CBG Acquisition Company, d/b/a Cook & Boardman, LLC d/b/a Co; and
13. Cabinet Masters Inc.

677 Broadway • Suite 401 • Albany, New York 12207 • telephone 518.465.2333 • facsimile 518.465.1567
Albany • Buffalo • Hackensack • New York City • Palm Beach • Rochester • Saratoga Springs • Toronto • www.hodgsonruss.com

Hodgson Russ LLP
ATTORNEYS

If you have any questions or comments regarding the foregoing, please do not hesitate to contact me.

Very truly yours,



Shannon E. Wagner

SEW/tab
Enclosure

cc: Kenneth F. Rose, Chief Executive Director (with enclosure, via email)
Sheila Snell, Chief Financial Officer (with enclosure, via email)
Christopher C. Canada, Esq. (with enclosure, via email)
Robert G. Murray, Esq. (with enclosure, via email)

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Graydaze Contracting, Inc.			58-2093844
Street address		Telephone number	Primary operator or agent? Yes ☐ No ☒
1801 Old Alabama Road, Suite 200		( )	
City	State ZIP code	Email address (optional)	
Roswell	GA 30076		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
375,000,000.00	$ 30,000,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
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(1/18)

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113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Cabinet Masters Inc.			43-1751728
Street address		Telephone number	Primary operator or agent? Yes ☐ No ☒
350 N. Hancock Street		( )	
City	State	ZIP code	Email address (optional)
Ironton	MO	63650	

Project information

Name of project			
AMAZON.COM PROJECT			
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City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

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06/03/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		0626 2026	(518) 853-8334

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
FabSouth LLC d/b/a SC Steel LLC				20-0921961
Street address			Telephone number	Primary operator or agent?
114 E. Warehouse Court			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Taylors	SC	29687		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

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06/04/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26/2026	(518) 853-8334

CONTRACTOR

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IDA Appointment of Project Operator or Agent
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ST-60
(1/18)

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
OSR Holding Company LLC d/b/a O'Hara's Son Roofing Company			99-1311502
Street address		Telephone number	Primary operator or agent? Yes ☐ No ☒
6437 N. Avondale Avenue		( )	
City	State ZIP code	Email address (optional)	
Chicago	IL 60631		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

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06/03/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
	06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
New England Finish Systems LLC				68-0641275
Street address			Telephone number	Primary operator or agent?
1 Delaware Drive			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Salem	NH	03079		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

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06/04/2026	12/31/28	

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Print name of officer or employee signing on behalf of the IDA	Print title	
Kenneth F. Rose	Authorized Officer	
Signature	Date	Telephone number
Kenneth F. Rose	06/26/2026	(518) 853-8334

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
			Telephone number
113 PARK DRIVE			(518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Conewago Manufacturing, LLC			82-2058443
Street address		Telephone number	Primary operator or agent?
660 Edgegrove Road		( )	Yes ☐ No ☒
City	State ZIP code		Email address (optional)
Hanover	PA 17331		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

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Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
05/29/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax:	(all agents, all in) 375,000,000.00	Estimated value of New York State and local sales and use tax exemption provided:	(all agents, all in) $ 30,000,000.00

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Print name of officer or employee signing on behalf of the IDA	Print title		
Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26 2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Scurto Cement Construction, Ltd.				36-2946066
Street address			Telephone number	Primary operator or agent?
389 Sola Drive			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Gilberts	IL	60136		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site: Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)			
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Purpose of project

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06/04/2026	12/31/28	

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Kenneth F. Rose	Authorized Officer	
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Kenneth F. Rose	06/26/2026	(518) 853-8334

CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
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ST-60
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City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Henderson-Johnson Co., Inc.				15-0336240
Street address			Telephone number	Primary operator or agent?
918 Canal Street			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Syracuse	NY	13210		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)*	Mark an X in the box if this is an extension to an original project: ☐
06/04/2026	12/31/28	

Estimated value of goods and services that will be exempt from New York State and local sales and use tax: (all agents, all in)	Estimated value of New York State and local sales and use tax exemption provided: (all agents, all in)
375,000,000.00	$ 30,000,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA	Print title		
Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26/2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Ferguson Electric, Inc. d/b/a Ferguson Electric			16-0430730
Street address		Telephone number	Primary operator or agent?
321 Ellicot Street		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
Buffalo	NY 14203		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)	
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

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06/04/2026	12/31/28	

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CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
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ST-60
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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Keller North America Inc			59-2059235
Street address		Telephone number	Primary operator or agent?
1140 Crosspointe Lane		( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)
Webster	NY	14580	

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes

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06/04/2026	12/31/28	

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CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
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113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent			Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
Otis Elevator Company				13-5583389
Street address			Telephone number	Primary operator or agent?
1 Carrier Place			( )	Yes ☐ No ☒
City	State	ZIP code	Email address (optional)	
Farmington	CT	06032		

Project information

Name of project			
AMAZON.COM PROJECT			
Street address of project site	Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		0626 /2026	(518) 853-8334

CONTRACTOR

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
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ST-60
(1/18)

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113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
John W. Danforth Company			16-0401910
Street address		Telephone number	Primary operator or agent?
300 Colvin Woods Parkway		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
Tonawanda	NY 14150		

Project information

Name of project
AMAZON.COM PROJECT

Street address of project site Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)

City	State	ZIP code	Email address (optional)
FLORIDA	NY	12010	

Purpose of project
DISTRIBUTION CENTER AND WAREHOUSE FACILITY

Description of goods and services intended to be exempted from New York State and local sales and use taxes
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CONTRACTOR

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY			2702-26-01
113 PARK DRIVE			Telephone number (518) 853-8334
City	State	ZIP code	Email address *(optional)*
FULTONVILLE	NY	12072	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: ☐	Employer identification or Social Security number
CBG Acquisition Company d/b/a Cook & Boardman, LLC d/b/a Co			83-1835901
Street address		Telephone number	Primary operator or agent?
345 Mason Road		( )	Yes ☐ No ☒
City	State ZIP code	Email address (optional)	
La Vergne	TN 37086		

Project information

Name of project		
AMAZON.COM PROJECT		
Street address of project site Parcel approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36)		
City	State ZIP code	Email address (optional)
FLORIDA	NY 12010	

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Kenneth F. Rose	Authorized Officer		
Signature		Date	Telephone number
		06/26/2026	(518) 853-8334

9589 0710 5270 1825 1699 86

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Domestic Mail Only

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- ☑ Return Receipt (hardcopy) $ 4.30
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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $ 2.85

Postage
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Total Postage and Fees
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NYS Tax Department
IDA Unit

Street and Apt. No., or PO Box No.
Building 8, Room 738
W.A. Harriman Campus

City, State, ZIP+4®
Albany, NY 12227

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, NY 12227

9590 9402 9546 5121 7469 03

2. Article Number *(Transfer from service label)*

9589071052701825169986

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

REC'D NY TAX DEPT
ALBANY, NY 12227
JUL 02 2026

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
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- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CLOSING ITEM NO.: B-8

AGENCY COUNSEL DISCLOSURE CERTIFICATE

Pursuant to Section 858(8)(b) of the General Municipal Law of the State of New York, as amended, Hodgson Russ LLP (the "Firm") hereby certifies as follows:

SECTION 1. DESCRIPTION OF THE TRANSACTION. (A) General. The transaction which is the subject of this Disclosure Certificate (the "Transaction") is the following: The Firm is acting as agency counsel ("Agency Counsel") to Montgomery County Industrial Development Agency (the "Agency") in connection with the project described below (the "Project") being undertaken by the Agency for the benefit of Amazon.com Services LLC (the "Company").

(B) The Agency. The Agency is a public benefit corporation organized and existing pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act").

(C) The Project. The Project consists of the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility by the Agency to the Company pursuant to the terms of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company.

(D) Additional Parties. Prior to or simultaneously with the execution and delivery of the Lease Agreement, the Company and the Agency will execute and deliver the following documents: (1) a certain lease to agency dated as of June 1, 2026 (the "Lease to Agency"), pursuant to which the Company will lease to the Agency the Project Facility; (2) the Lease Agreement; (3) a payment in lieu of tax agreement dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between the Company and the Agency, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility to the Affected Tax Jurisdictions; (4) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Agency and the Company, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (5) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and

between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; and (6) various certificates and other documents relating to the Project (the "Closing Documents").

(E) Listing of Parties. Based upon the foregoing, the parties to the transaction (the "Parties") are as follows: the Agency and the Company.

SECTION 2. OTHER REPRESENTATION. Exhibit A attached hereto (A) identifies each Party which has a relationship with the Transaction, (B) indicates whether the Firm is representing such Party in the Transaction, (C) indicates whether such Party is separately represented (i.e., has counsel other than the Firm in the Transaction), and (D) indicates whether the Firm has represented such client in matters indirectly related to the Transaction.

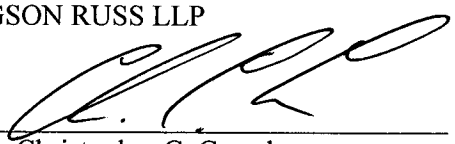
SECTION 3. DESCRIPTION OF SERVICES. If Exhibit A indicates that the Firm is providing legal services to any party other than the Agency, Exhibit B attached hereto contains a description of the nature of the legal services provided by the Firm to all of the Parties (including the Agency).

SECTION 4. AFFIRMATION. I hereby affirm that, to the best of my knowledge and belief, all information contained or described herein is true, correct and complete.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 2026.

HODGSON RUSS LLP

BY 

Christopher C. Canada

EXHIBIT A

PARTIES TO THE TRANSACTION

PARTY	DOES THE FIRM REPRESENT THIS PARTY IN THE TRANSACTION	DOES THIS PARTY HAVE SEPARATE COUNSEL IN THE TRANSACTION	DOES THE FIRM OTHERWISE REPRESENT THIS PARTY	HAS THE FIRM PROVIDED INDIRECT COUNSEL TO THIS PARTY IN THIS TRANSACTION
Montgomery County Industrial Development Agency	Yes	No	Yes	Yes
Amazon.com Services LLC	No	Yes	No	No

EXHIBIT B

DESCRIPTION OF SERVICES

CLIENT	DESCRIPTION OF SERVICES PROVIDED BY THE FIRM
Montgomery County Industrial Development Agency	The Firm represents the Agency as Agency Counsel. As Agency Counsel, the Firm has provided legal services to the Agency in connection with the following: (1) preparation of all major documentation related to the Transaction; and (2) rendering certain legal opinions required to establish that the Transaction has been properly undertaken.

CLOSING ITEM NO.: C-1

GENERAL CERTIFICATE

OF

AMAZON.COM SERVICES LLC

This certificate is made in connection with the execution by Amazon.com Services LLC (the "Company") of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Company and the Agency (as hereinafter defined), the Underlying Lease, the Memorandum of Underlying Lease, the Memorandum of Lease Agreement, the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement, (as each of said documents is defined in the Lease Agreement) and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the "Company Documents") in connection with the undertaking by Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), of a project (the "Project") consisting of the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE COMPANY HEREBY CERTIFIES THAT:

1. I am an officer of the Company and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of Delaware, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. To my actual knowledge, the covenants, representations and warranties made by the Company in the Company Documents are true and correct as of the date of execution of this certificate, and the undersigned, on behalf of the Company, hereby acknowledges that the Company Documents are in full force and effect and hereby certifies that the Company has full authority and power to perform its obligations under the Company Documents.

4. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization of the Company, together with all amendments thereto, certified by the State of Delaware Department of State, Corporations Unit, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit B are true, correct and complete copies of certificates of good standing relating to the Company from the State of Delaware and the State of New York Department of State, Corporations Unit.

6. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the Lease Agreement. Attached hereto as Exhibit C is the Certificate of Senior Corporate Counsel authorizing Holly Sullivan, on behalf of the Company, to sign the Company Documents.

7. The Company is an affiliate of Amazon.com, Inc., a publicly traded corporation. Amazon.com, Inc. is subject to federal securities laws, rules and regulations. Under those laws, rules and regulations, the Company is prohibited from making selective disclosures of nonpublic information. Amazon.com, Inc.'s SEC filings include descriptions of material liabilities, disputes, litigation and other risks related to its business. Amazon.com, Inc.'s most recent quarterly and annual filings are available at its investor relations website at https://ir.aboutamazon.com/overview/default.aspx. As of this date, (a) there has not been any material adverse change in the business, properties, financial position or results of operations of the Company, whether or not arising from transactions in the ordinary course of business, that would adversely affect the transactions contemplated hereby or the validity or enforceability of the Company Documents; (b) there is no action, suit, proceeding or, to the knowledge of the undersigned, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to my knowledge, threatened against or affecting the Company or its property, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereby or the validity or enforceability of the Company Documents; and (c) the Company has duly authorized, by all necessary corporate action, the execution, delivery and due performance of the Company Documents.

8. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

9. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do

not and will not (A) violate the Company's Articles of Organization or Operating Agreement, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Property of the Company.

10. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

11. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

12. Each of the representations and warranties of the Company contained in each of the Company Documents is, to my actual knowledge, true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

13. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by an authorized officer of the Company; the signature of said officer thereon is the genuine signature of said officer; and said executed Company Documents are in substantially the same form as the forms thereof presented to the Members of the Company and approved by the Written Consent.

14. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

15. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

16. As of the Closing Date, there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has set his or her signature as an authorized officer of the Company this 26th day of June, 2026.

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

EXHIBIT A

ARTICLES OF ORGANIZATION OF THE COMPANY

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "AMAZON.COM SERVICES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "AMAZON.COM SERVICES, INC." TO "AMAZON.COM SERVICES LLC", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2019, AT 6:07 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTIETH DAY OF DECEMBER, A.D. 2019 AT 3:01 O'CLOCK A.M.

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

3482342 8100V
SR# 20263529176

Authentication: 204349342
Date: 06-25-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:07 PM 12/23/2019
FILED 06:07 PM 12/23/2019
SR 20198834402 - File Number 3482342

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

1) The jurisdiction where Amazon.com Services, Inc., a Delaware corporation (the "***Corporation***"), first formed is the State of Delaware.

2) The jurisdiction of the Corporation immediately prior to filing this Certificate is the State of Delaware.

3) The date the Corporation first formed is January 18, 2002.

4) The name of the Corporation immediately prior to filing this Certificate is Amazon.com Services, Inc., a Delaware corporation.

5) The name of the Limited Liability Company as set forth in the Certificate of Formation is Amazon.com Services LLC, a Delaware limited liability company.

6) One share of Common Stock of the Corporation, which constitutes all of the issued and outstanding shares of the Corporation as of the date of this Certificate of Conversion, will be converted at the effective time into a 100% Percentage Interest in the Limited Liability Company.

7) The conversion of the Corporation to the Limited Liability Company is to become effective as of 3:01 a.m. ET on December 30, 2019.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on December 4, 2019.

AMAZON.COM SERVICES, INC.

By: /s/ Michael D. Deal
Name: Michael D. Deal
Title: President, Treasurer and Secretary

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "AMAZON.COM SERVICES LLC", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2019, AT 6:07 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTIETH DAY OF DECEMBER, A.D. 2019 AT 3:01 O'CLOCK A.M.

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

3482342 8100
SR# 20263529176

Authentication: 204349343
Date: 06-25-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

This Certificate of Formation of Amazon.com Services LLC (the "***LLC***") is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Amazon.com Services LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

THIRD. The formation of Amazon.com Services LLC is to become effective as of 3:01 a.m. ET on December 30, 2019.

[*Signature Page Follows*]

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:07 PM 12/23/2019
FILED 06:07 PM 12/23/2019
SR 20198834402 - File Number 3482342

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on December 4, 2019.

/s/ Michael D. Deal
Name: Michael D. Deal
Authorized Person

SIGNATURE PAGE TO CERTIFICATE OF FORMATION
(AMAZON.COM SERVICES LLC)

EXHIBIT B

CERTIFICATES OF GOOD STANDING
RELATING TO THE COMPANY

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	AMAZON.COM SERVICES LLC
DOS ID Number:	5687476
Entity Type:	FOREIGN LIMITED LIABILITY COMPANY
Entity Status:	AUTHORIZED
Date of Initial Filing with DOS:	01/13/2020
Statement Status:	Current
Statement Due Date:	01/31/2028

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	APPLICATION OF AUTHORITY
Date of Filing:	01/13/2020
Entity Name:	AMAZON.COM SERVICES LLC

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	03/04/2020

Document Type:	BIENNIAL STATEMENT
Date of Filing:	01/04/2022

Document Type:	BIENNIAL STATEMENT
Date of Filing:	01/02/2024

Document Type: BIENNIAL STATEMENT

Date of Filing: 01/08/2026

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 20, 2026 at 06:58 A.M.

WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100010320799 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMAZON.COM SERVICES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF MAY, A.D. 2026.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AMAZON.COM SERVICES LLC" WAS FORMED ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

C. J. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

3482342 8300

Authentication: 203984029

SR# 20262726119

Date: 05-20-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

EXHIBIT C

SENIOR CORPORATE COUNSEL CERTIFICATE

Docusign Envelope ID: D045F8A0-9BA6-832B-819D-98BA06999F3A

amazon.com

P.O. Box 81226
Seattle, WA 98108-1226

Courier Delivery Address:
410 Terry Ave N
Seattle, WA 98109-5210

CERTIFICATE OF SENIOR CORPORATE COUNSEL

The undersigned, Bill Appleyard, hereby certifies the following as of the date of this Certificate:

1. I am a Senior Corporate Counsel responsible for overseeing corporate governance matters relating to the global subsidiaries (collectively, the "Subsidiaries") of Amazon.com, Inc. In such capacity, I have access to the original books and records of the Subsidiaries and I have the requisite knowledge and information to make and deliver this Certificate.

2. The person listed below is duly appointed and qualified as an authorized representative to act on behalf of Amazon.com Services LLC (the "Company") and holds the title(s) specified opposite such person's name below:

Name	Title	Date Appointed
Holly Sullivan	Authorized Representative	11/28/2018

3. Subject to the requirements of the Amazon.com, Inc. Spending and Transaction Policy and the Company's Delegation of Authority Policy, the person listed above has the authority to execute documents and otherwise act on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on June 25, 2026.

DocuSigned by:
Bill Appleyard
3D479B75F9FF474...

Name: Bill Appleyard
Title: Senior Corporate Counsel, Global Subsidiaries

CLOSING ITEM NO.: C-2

AFFIDAVIT OF COMPANY

STATE OF GEORGIA)
)ss:
COUNTY OF GWINNETT)

I, the undersigned, an Authorized Officer of Amazon.com Services LLC (the "Company"), do hereby depose and state as follows:

1. Montgomery County Industrial Development Agency (the "Agency") may rely on the contents of this Affidavit in proceeding with the closing of its Amazon.com Services LLC Project, consisting of: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company, pursuant to the terms of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Agency and the Company.

2. In October, 2025, Amazon.com Services LLC (the "Company") delivered an application (the "Application") to the Agency for consideration of the Project.

3. The scope of the Project has not otherwise varied significantly from the description published in the Notice of Public Hearing attached hereto as Schedule A.

4. The total Project Costs, as of the date of this Affidavit, are estimated to be $621,000,000.

5. There has been no other significant change or variation in the Project from the information contained in the Application, except as set forth on Schedule B attached hereto and made a part hereof.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has set forth their hand as of the 2 day of June, 2026.

AMAZON.COM SERVICES LLC

BY: _____
Authorized Officer

Sworn to before me this 2nd day of June, 2026.

_____
Notary Public

NICOLE FRASER
NOTARY
EXPIRES
GEORGIA
NOVEMBER 11, 2028
PUBLIC
GWINNETT COUNTY

SCHEDULE A

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by the Montgomery County Industrial Development Agency (the "Agency") on the 3rd day of November, 2025 at 4:00 o'clock p.m., local time at the Town of Florida Municipal Building located at 214 Fort Hunter Road in the Town of Florida, Montgomery County, New York in connection with the following matters:

Amazon.com Services LLC, a limited liability company organized and existing under the laws of the State of New York ("Amazon Services") and BMG Albany LLC, a limited liability company organized and existing under the laws of the State of New York ("BMG") (Amazon Services and BMG are each hereinafter sometimes referred to as a "Co-Applicant") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of either or both Co-Applicants or one or more affiliates thereof (collectively, the "Company"), said Project consisting of the following: (A) (1) the acquisition of an interest in one or more parcels of land containing an aggregate of approximately 137.24 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) in the Town of Florida, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a mixed-use facility to contain approximately +/- 3.2 million square feet of space (the "Facility"); and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

The Agency is now considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from deed transfer taxes on any real estate transfers, if any, with respect to the Project, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, and (3) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, and installed by the Agency and will be leased (with an obligation to purchase) or sold by the Agency to the Company or its designee pursuant to a project agreement (the "Agreement") requiring that the Company or its designee make certain payments to the Agency.

The Agency has not yet made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") regarding the potential environmental impact of the Project.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Kenneth F. Rose, Chief Executive Officer, Montgomery County Industrial Development Agency, 113 Park Drive, P.O. Box 277, Fultonville, New York, New York 12072; Telephone: 518-853-8334.

Dated: October 20, 2025.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: /s/ Kenneth F. Rose
Kenneth F. Rose
Chief Executive Officer

SCHEDULE B

None.

CLOSING ITEM NO.: D-1

Hodgson Russ LLP
ATTORNEYS

June 26, 2026

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072

Amazon.com Services LLC
410 Terry Avenue North
Seattle, Washington 98121

Re: Montgomery County Industrial Development Agency
Lease/Leaseback Transaction
Amazon.com Services LLC Project

Ladies and Gentlemen:

We have acted as counsel to Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation organized and existing pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), in connection with the preparation, execution and delivery by the Agency of the following documents (the "Agency Documents"):

(1) a certain resolution adopted by the members of the Agency on November 13, 2025 (the "Approving Resolution") authorizing the execution and delivery by the Agency of the Agency Documents in connection with a project (the "Project") undertaken by the Agency for the benefit of Amazon.com Services LLC (the "Company") consisting of the following: (A) (1) the acquisition of a leasehold interest in a parcel of land containing approximately 137.35 acres and located approximately 1.5 miles west of Interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Land"), (2) the construction on the Land of a distribution center and warehouse facility to contain approximately +/- 3.2 million square feet of space (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery, equipment and other personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, an affiliate thereof, or such other person or entity as may be designated by the Company and agreed upon by the Agency, as a distribution center and warehouse, including office space, related parking, trailer and truck storage, and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of June 1, 2026 (the "Lease Agreement") by and between the Company and the Agency;

(2) the Lease Agreement;

(3) a certain lease to Agency dated as of June 1, 2026 (the "Underlying Lease") from the Company, as landlord to the Agency, as tenant;

677 Broadway • Suite 401 • Albany, New York 12207 • telephone 518.465.2333 • facsimile 518.465.1567
Albany • Buffalo • Hackensack • New York City • Palm Beach • Rochester • Saratoga Springs • Toronto • www.hodgsonruss.com

(4) a certain payment in lieu of tax agreement dated as of June 1, 2026 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility;

(5) a certain recapture agreement dated as of June 1, 2026 (the "Section 875 GML Recapture Agreement") by and between the Agency and the Company, required by the Act, regarding the recovery or recapture of certain sales and use taxes;

(6) a certain uniform agency project agreement dated as of June 1, 2026 (the "Uniform Agency Project Agreement") by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance; and

(7) a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption.

We have, as counsel to the Agency, examined original or certified copies of the proceedings of the Agency taken with respect to the Project, as well as certificates of the Agency's officers, a certified copy of the Approving Resolution and executed counterparts of the Agency Documents. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease Agreement.

Based upon our examination of the foregoing, and in reliance upon the matters and subject to the limitations contained in the concluding paragraphs of this opinion, we are of the opinion (except that no opinion is given with respect to any federal or state securities law or any law concerning zoning or subdivision matters or as to the law of any jurisdiction other than the State of New York) that:

1. The Agency is a corporate governmental agency constituting a public benefit corporation duly established under the Act.

2. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing, manufacturing and commercial facilities, among others, and the Agency has the power to acquire, hold and dispose of real and personal property for its corporate purposes. In accordance with the Act, the Agency has determined to undertake the acquisition, construction and installation of the Project Facility, and to lease the Project Facility to the Company pursuant to the Lease Agreement.

3. The members and officers of the Agency identified in the Agency's general certificate delivered on this date have been duly appointed as such members (and duly elected by the members as such officers) and are qualified to serve as such.

4. The Agency has power and lawful authority under the Act to execute and deliver the Agency Documents; to undertake the acquisition, construction and installation of the Project Facility pursuant to the Lease Agreement; to appoint the Company as agent of the Agency for the purpose of the acquisition, construction and installation of the Project Facility; and to perform and observe the provisions of the Agency Documents on its part to be performed and observed.

5. The Approving Resolution has been duly adopted by the members of the Agency, complies with the procedural rules of the Agency and the requirements of the laws of the State of New York, and the Approving Resolution has not been supplemented, amended, or repealed and remains in full force and effect on the date hereof.

6. By the Approving Resolution, the Agency has duly authorized the acquisition, construction and installation of the Project Facility, the lease of its interest in the Project Facility to the Company and the execution and delivery by the Agency of the Agency Documents.

7. The making and performance by the Agency of the Agency Documents and the consummation of the transactions on the part of the Agency therein contemplated will not violate any applicable provision of any applicable law (including the Act), regulation, decree, writ, order or injunction, or any applicable provision of the Act, and will not contravene the provisions of or constitute a default under any material term of any agreement, indenture, bond resolution or other instrument to which the Agency is a party or by which the Agency is bound; provided, however, that no opinion is expressed as to the terms of laws, regulations, rules, judgments or orders with respect to the physical acquisition, construction, installation, equipping, occupancy or operation of the Project Facility.

8. The Agency Documents have been duly authorized by all necessary action on the part of the Agency, have been duly executed and delivered by authorized officers of the Agency, and, assuming the due authorization, execution and delivery of same by the other parties thereto, constitute legal, valid and binding special obligations of the Agency.

9. No additional or further consent, authorization or approval of, or filing or registration with, any governmental or regulatory body not already obtained is required for the making and performance by the Agency of the Agency Documents or for the performance by the Agency of the transactions contemplated thereby; provided, however, that no opinion is expressed as to the terms of laws, regulations, rules, judgments or orders with respect to the physical acquisition, construction, equipping, occupancy or operation of the Project Facility.

10. The Agency has not been served with a summons in any action and, to the best of our knowledge, there is no litigation pending or threatened in any court, either state or federal, calling into question the creation, organization or existence of the Agency, the validity of the Agency Documents, or the authority of the Agency to acquire, construct and install the Project Facility or to enter into or perform the Agency Documents.

Any opinion concerning the validity, binding effect or enforceability of any document (A) means that (1) such document constitutes an effective contract under applicable law, (2) such document is not invalid in its entirety under applicable law because of a specific statutory prohibition or public policy, and is not subject in its entirety to a contractual defense under applicable law and (3) subject to the following sentence, some remedy is available under applicable law, if the person concerning whom such opinion is given is in material default under such document but (B) does not mean that (1) any particular remedy is available under applicable law upon such material default or (2) every provision of such document will be upheld or enforced in any or each circumstance by a court applying applicable law. Furthermore, the validity, binding effect or enforceability of any document may be limited to or otherwise affected by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statute, rule, regulation or other law affecting the enforcement of creditors' rights and remedies generally or (B) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether

in a proceeding in equity or at law) because of the discretion of a court or because of any equitable principle or requirement as to commercial reasonableness, conscionability or good faith.

We express no opinion with respect to (A) title to all or any portion of the Project Facility, (B) the priority of any liens, charges, security interests or encumbrances affecting the Project Facility or any part thereof (or the effectiveness of any remedy which is dependent upon the existence of title to the Project Facility or the priority of any such lien, charge, security interest or encumbrance), (C) any laws, regulations, judgments, permits or orders with respect to zoning, subdivision matters or requirements for the physical commencement and continuance of the acquisition, construction, installation, use or operation of the Project Facility or with respect to the requirement of filing or recording of any of the Basic Documents, or (D) the laws of any jurisdiction other than the State of New York.

Insofar as the foregoing opinions express or involve conclusions as to compliance by the Agency with the provisions of Article Eight of the Environmental Conservation Law of the State of New York, we have relied upon the accuracy of the conclusions contained in the resolution adopted by the members of the Agency on November 13, 2025 (the "SEQR Resolution") in which the Agency the Agency (A) concurred in the determination that the Town of Florida Planning Board (the "Planning Board") is the "lead agency" with respect to the Project and (B) acknowledged the receipt of resolutions adopted by the Planning Board on August 11, 2025 (the "Planning Board Resolution"), pursuant to which the Planning Board (1) determined that the Project is a "Type I action" (as such term is defined under SEQRA) which will not have a "significant effect on the environment" and therefore, that no environmental impact statement need be prepared with respect to the Project and (2) issued a negative declaration with respect thereto (the "Negative Declaration"); provided, however, that we are not passing upon nor do we assume any responsibility for the accuracy, completeness, or fairness of the statements, information or conclusions contained in the foregoing and we make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements, information or conclusions.

This opinion is rendered as of the date hereof, and no opinion is expressed as to matters referred to herein on any subsequent date.

Very truly yours,

HODGSON RUSS LLP

Christopher C. Canada

HARRIS BEACH MURTHA
ATTORNEYS AT LAW

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716.200.5050

June 26, 2026

Montgomery County Industrial Development Agency
113 Park Drive
Fultonville, New York 12072

Re: Montgomery County Industrial Development Agency
Lease/PILOT Transaction with Amazon.com Services LLC Project

Ladies and Gentlemen:

We have acted as special counsel to Amazon.com Services LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the "Company") in connection with a certain project to be located approximately 1.5 miles west of interchange 27 on the south side of New York State Route 5S and between New York State Route 5S and the New York State Thruway (I-90) (Tax Map. No. 54.-1-36) in the Town of Florida, Montgomery County, New York (the "Project") undertaken by the Company; all pursuant to:

(a) a certain underlying lease agreement, dated as of June 1, 2026 (and memorandum thereof), by and between the Company and the Agency, pursuant to which the Company has leased the Project Facility (as defined therein) to the Agency for purposes of undertaking the Project (the "Lease Agreement"); and

(b) a certain lease agreement, dated as of June 1, 2026 (and memorandum thereof), by and between the Agency to the Company, pursuant to which the Agency has leased its interest in the Project Facility to the Company (the "Leaseback Agreement");

(c) a certain payment in lieu of tax agreement, dated as of June 1, 2026, by and between the Agency and the Company (the "PILOT Agreement");

(d) a certain Uniform Agency Project Agreement, dated as of June 1, 2026, by and between the Agency and the Company (the "Project Agreement");

(e) a certain Section 875 GML Recapture Agreement, dated as of June 1, 2026, by and between the Agency and the Company (the "Recapture Agreement"); and

(f) a certain General Certificate of the Company, dated June 26, 2026 (the "General Certificate").

We have examined certified copies of proceedings of the Company, certificates of officers of the Company and executed counterparts of the Lease Agreement, the Leaseback

Agreement, the PILOT Agreement, the Project Agreement, the Recapture Agreement, and the General Certificate (collectively, the "Agency Documents").

We have also examined copies, and relied upon, certified or otherwise identified to our satisfaction, of such other documents and records of the Company and of such other documents and matters as we have considered necessary or appropriate under the circumstances to render the opinions hereunder.

Whenever a statement herein is qualified by "to our knowledge" or a similar phrase, it is intended to indicate that during the course of our representation of the Company described in the introductory paragraphs of this opinion letter, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys in this firm who have rendered legal services in connection with such representation. However, except as otherwise expressly indicated, we have not undertaken any independent investigation to determine the accuracy of such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Company.

Based on the foregoing, and upon such investigations as we have deemed necessary, and subject to the assumptions, qualifications and exceptions herein contained, it is our opinion that:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

2. The Company is qualified to transact business in New York and in good standing under the laws of the State of New York.

3. The Company has the power and lawful authority to execute and deliver the Agency Documents and the Agency Documents have each been duly authorized, executed, and delivered on behalf of the Company and are each valid and enforceable obligations of the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditor's rights generally, and subject to general equitable principles (whether considered in law or in equity).

4. Based solely on our review of the General Certificate and without independent investigation or inquiry, the execution and delivery by the Company of the Agency Documents, the compliance with the provisions thereof and the consummation of the transactions contemplated therein do not and will not (A) conflict with or constitute on the part of the Company a breach of or default under the Company's Articles of Organization or Operating Agreement; and (B) to our knowledge, require consent under (which has not heretofore been received), or result in a breach or default of any indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Company is a party or by which it or any of its property may be bound.

5. To our knowledge after due inquiry, (i) no Event of Default has occurred by the Company as specified in any of the Agency Documents and (ii) no event has occurred or is continuing which, with notice or lapse of time or both, would become an Event of Default as specified in any of the Agency Documents.

6. To our knowledge, and without inquiry, and except as have been obtained, no authorization or approval of any public regulatory body is required in connection with the execution, delivery or performance of the Agency Documents by the Company.

7. To our knowledge, after due inquiry, there is no action, suit or proceeding at law or in equity, or before or by any governmental authority, public board or body, pending or threatened against or affecting the Company or its property, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated by the Agency Documents or the validity or enforceability of the Agency Documents.

The opinions set forth above are subject to each of the following assumptions (which we have made with your express permission and without independent verification and/or investigation), qualifications and limitations:

A. We express no opinion as to the validity or correctness of any documents or actions executed or taken by any parties other than the Company in connection with the Project. We have assumed that all signatures are genuine, that all documents submitted to us as originals are authentic, and that all copies conform to the originals. As to factual matters relevant to this opinion, we have relied, including without limitation, upon the representations of the Company contained in the Agency Documents and in officer's certificates delivered in connection therewith, and we have undertaken no independent investigation to determine the existence or absence of any fact. To the extent title to any real or personal property is required for any party to perform its obligations under the Agency Documents, we have assumed, without investigation, that such party holds title sufficient for such purpose.

B. We express no opinion herein as to (i) the effect of any land use or environmental law, rule, regulation or ordinance, (ii) the existence or state of title of any real or personal property, (iii) the perfection or priority of any lien or security interest under the New York Uniform Commercial Code, (iv) the perfection of any security interest in collateral to the extent securing obligations not arising under the Agency Documents, (v) the validity or enforceability of any waiver of service of process or waiver of counterclaims, or (vi) the Agency's right to collect any payment to the extent such payment constitutes a penalty or forfeiture.

C. We have assumed, without investigation, that each party to the Agency Documents other than the Company has been duly formed, validly exists, and has full power and authority to execute, deliver and perform its obligations thereunder, and that such documents have been duly authorized, executed and delivered by such parties and constitute their legal, valid and binding obligations, enforceable against such parties.

The opinions expressed herein may only be relied upon by your counsel, Hodgson Russ LLP, in connection with its opinion relating to the transactions described herein. We shall have no obligation to revise or reissue this opinion with respect to any change in law or any event, fact, circumstance or transactions which occurs after the date hereof.

Very truly yours,

HARRIS BEACH PLLC

By: Robert G. Murray
Robert G. Murray, Member