

**RESOLUTION AUTHORIZING GRANT
NEW YORK STATE EMPIRE STATE DEVELOPMENT
WONDERSCHOOL, INC.**

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 June 11, 2026 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:

Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Jessica Cyr	Member
Daniel Roth	Member
Martin Kelly	Member

ABSENT:

Matthew Beck	Chairperson
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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 Daniel Roth, seconded by Cheryl Reese, to wit:

Resolution No. 26-12

RESOLUTION AUTHORIZING THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO (A) ACCEPT GRANT FUNDING FROM THE NEW YORK STATE EMPIRE STATE DEVELOPMENT RELATING TO THE WONDERSHOOOL, INC. PROJECT, AND (B) EXECUTE AND DELIVER VARIOUS DOCUMENTS IN CONNECTION THEREWITH.

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, among other things, accept gifts, grants, loans, or contributions from, and enter into contracts or other transactions with, the United States and the state or any agency of either of them, any municipality, any public or private corporation or any other legal entity, and to use any such gifts, grants, loans or contributions for any of its corporate purposes; and

WHEREAS, Wonderschool, Inc. (the "Company") wished to submit an application (the "Application") to the New York State Empire State Development ("NYSESD") for grant funding related to certain activities being undertaken by the Company in connection with its child care services, such activities to include the following: (A) (1) recruiting, training, and providing child care business training to ten (10) new family childcare providers, and (2) supporting each provider's licensing process and the opening of the family childcare facility; and (B) providing access to the Company's web-based software platform (CCMS subscriptions) to assist child care providers in managing their child care program operations and relationships with parent users; and

WHEREAS, in connection with, and to facilitate, such Application, the Company delivered an order form (the "Order Form") to the Agency to be entered into by and between the Agency and the Company, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Application was submitted by the Agency on behalf of the Company, and the Agency received an incentive proposal (the "Incentive Proposal"), a copy of which is attached hereto as Exhibit B, and related documents related to a grant in an amount not to exceed \$270,000 from NYSESD (the "Grant"); and

WHEREAS, in connection with the Grant, NYSESD has requested that the Agency enter into the Incentive Proposal, a grant agreement (the "Grant Agreement"), and certain other related documents; and

WHEREAS, in order to induce the Agency to accept the Grant and enter into the Grant Agreement, the Company shall be required to enter into an indemnification agreement by and between the Agency and the Company (the "Indemnification Agreement," and collectively with the Order Form, the Incentive Proposal, and the Grant Agreement, the "Grant Documents"); and

WHEREAS, the Agency desires to designate the Chief Executive Officer of the Agency to be responsible for performing the designated functions and required actions related to the Grant Documents; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Subject to review of the Grant Documents and any related documents or required actions by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency, and approval of the Grant Documents and any related documents by counsel to the Agency, the Agency hereby determines to accept the Grant and hereby authorizes the execution by the Agency of the Grant Documents by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency; provided, however, that the Agency shall not execute the Grant Agreement or related documents unless and until the Agency and the Company enter into the Indemnification Agreement.

Section 2. Subject to approval by counsel to the Agency of the terms of the Grant Documents and any related documents, the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency is hereby authorized to execute and deliver the Grant Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to the members of the Agency, with such changes, variations, omissions and insertions as the Chairperson, Vice Chairperson, or Chief Executive Officer shall approve, the execution thereof by the Chairperson, Vice Chairperson, or Chief Executive Officer to constitute conclusive evidence of such approval.

Section 3. 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 Grant 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 Grant Documents and related documents binding upon the Agency.

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	<u>ABSENT</u>
Mark Kowalczyk	VOTING	<u>YES</u>
Brent Phetteplace	VOTING	<u>YES</u>
Cheryl Reese	VOTING	<u>YES</u>
Jessica Cyr	VOTING	<u>YES</u>
Daniel Roth	VOTING	<u>YES</u>
Martin Kelly	VOTING	<u>YES</u>

The foregoing resolution was thereupon declared duly adopted.

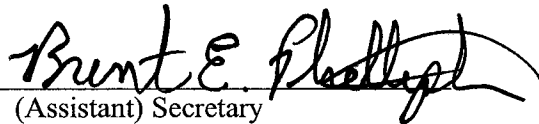
STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

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 June 11, 2026 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 11th day of June, 2026.



(Assistant) Secretary

(SEAL)

EXHIBIT A
COMPANY ORDER FORM
- SEE ATTACHED -



ORDER FORM

This Order Form is entered as of the Order Effective Date set forth below between Wonderschool, Inc. (“**Wonderschool**”) and Montgomery County Industrial Development Agency (Montgomery County IDA) (“**Partner**”). This Order Form is subject to and governed by the Terms and Conditions attached as Exhibit B (the “**Terms and Conditions**”). Capitalized terms used but not defined in this Order Form have the meanings given in the Terms and Conditions. This Order Form and the Terms and Conditions are together referred to as the “**Agreement**.”

Order Form No.: Q26-0001	Order Form Effective Date: Jun 15, 2026
Partner Name: Montgomery County IDA Partner Billing Address: 113 Park Drive PO Box 277 Fultonville, NY 12072	Order Term: July 1, 2026 – December 31, 2027, or through project goal completion
Services Description: Wonderschool will provide the Services set forth in Exhibit A.	
Order Fee Schedule: Total Fee: \$300,000 Fee Schedule: • Upon Contract Signing – \$185,000 • June 1, 2027 – \$65,000 • Upon Completion of ten (10) Licensed Programs – \$50,000 (\$5,000 for each program achieving state of New York licensure) Montgomery County IDA will be invoiced immediately upon contract signing and subsequently in accordance with the agreed-upon payment terms. All payments must be made by bank wire transfer in immediately available funds to an account designated by Wonderschool. Fees are due within 30 days of the invoice date.	
WONDERSCHOOL, INC.	Montgomery County IDA
By:	By:
Name: Chris Bennett Title: CEO	Name: Kenneth Rose Title: CEO



Exhibit A
Description of Services

Wonderschool will provide the following Services:

- (1) The Wonderschool New Program Creation Team will recruit, train, and provide child care business training to ten (10) new family childcare providers. The Wonderschool team will also help support each provider's licensing process and the opening of the family childcare facility.
- (2) Wonderschool will also provide access to Wonderschool's web-based software platform (CCMS subscriptions) to assist Providers in managing their child care program operations and relationships with parent users.

Programs

Startup Best Practices	Hands-on Support and Education
• Community Outreach & Recruitment • Business Planning & Coaching	• Wonderschool Academy enrollment • Facility tour booking assistance

Technology

This Technology Support package has been tailored to support the project implementation, provider support, and business strategy:

Technology Offerings	Technology Training
• Child Care Management System (CCMS) • Wonderschool Child Care Finder and Marketplace	• Events (one per quarter): group training sessions, networking events, luncheons, speaker forums, etc. • NYS Licensing support. • Two (2) years of customized provider support (1:1, virtual, webinar, phone, chat, etc.)



Exhibit B
Terms and Conditions

1. **License Grant.** During the term of this Agreement, Wonderschool will grant to child care providers (the “**Child Care Providers**”), a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to access and use the Wonderschool childcare management platform. Partner acknowledges that each Child Care Provider’s use of the Wonderschool platform and/or applications will be subject to Wonderschool’s then-current terms of use and privacy policy available on Wonderschool’s website.
2. **Fees and Payment Terms.** Unless otherwise stated in the Order, all payments must be made by bank wire transfer in immediately available funds to an account designated by Wonderschool. Fees are due within 30 days of the invoice date.
3. **Term, Termination and Effects of Termination.** This Agreement commences on the Effective Date and continues for the term set forth on the Order Form, unless terminated as set forth in this Section or the Order. Either party may terminate this Agreement for cause if the other party breaches the Agreement and does not remedy such breach within 30 days after receiving written notice of the breach. Upon termination, (a) all rights and licenses granted to Partner will immediately terminate, and (b) Partner must immediately pay all amounts due up to the termination date. Wonderschool may offer Child Care Providers the option to continue using certain of the Services for a fee after termination. This sentence and Sections 4 and 7-9 will survive any termination or expiration of this Agreement.
4. **Intellectual Property.** All intellectual property, including but not limited to patents, trademarks, copyrights, trade secrets, and any other proprietary rights (“**Intellectual Property**”), used in or developed by Wonderschool in the course of providing the services under this Agreement, will remain the exclusive property of Wonderschool. Partner agrees to and hereby does assign to Wonderschool any rights, title, or interest Partner may have or acquire in any Intellectual Property developed under this Agreement and agrees to take any further steps necessary to make such assignment effective.
5. **Representations and Warranties.** Each party represents and warrants that (a) it is validly existing and in good standing under the laws of its jurisdiction, (b) it has full authority to execute and perform this Agreement, (c) the signatory is duly authorized, (d) this Agreement is binding and enforceable, and (e) it will comply with all applicable laws. Wonderschool represents and warrants that it will perform Services in a professional and workmanlike manner.
6. **Disclaimer.** Except for the limited warranties described herein, Wonderschool disclaims all other warranties, express or implied, including warranties of non-infringement, merchantability, satisfactory quality, accuracy, title, fitness for a particular purpose, and any arising from course of dealing or trade practice. The Services are provided “AS IS.” Wonderschool does not warrant that the Services will meet Partner’s requirements, be without defects or errors, or be uninterrupted.
7. **Indemnification.** The Partner agrees to indemnify, defend, and hold harmless Wonderschool, its affiliates, and their officers, directors, employees, agents, and representatives (collectively, the “**Indemnified Parties**”) from and against any and all claims, suits, actions, or proceedings (each a “**Claim**”), and any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees) incurred by any of the Indemnified Parties arising out of or relating to: (a) the acts or omissions of any Child Care Provider; (b) the Partner’s alleged or actual breach of this Agreement; (c) the Partner’s or any Child Care Provider’s violation of any law; and (d) any third-party claim arising from the Partner’s or any Child Care Provider’s use of the Services. The Partner will promptly defend Wonderschool and the other Indemnified Parties against any Claim with counsel reasonably acceptable to Wonderschool. Wonderschool may participate in the defense at its own expense. The Partner may not settle any Claim without Wonderschool’s prior written consent, which shall not be unreasonably withheld; provided, however, that Wonderschool’s consent is not required if the settlement is solely for monetary damages paid by the Partner and imposes no



obligation on Wonderschool. Wonderschool shall promptly notify the Partner of any Claim for which it seeks indemnification.

8. Limitation of Liability.

a. Consequential Damages Waiver. Except for damages arising from Wonderschool's gross negligence or willful misconduct, and even if advised of the possibility of such damages, Wonderschool shall not be liable for any incidental, special, indirect, consequential, exemplary, or punitive damages, including loss of revenue, profits, goodwill, business opportunity, or business interruption, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, arising out of or in connection with this Agreement.

b. Liability Cap. Wonderschool's total liability, regardless of the forum and the form of action, arising out of or related to this Agreement, will not exceed the total amount paid by the Partner to Wonderschool during the twelve months immediately preceding the events giving rise to such claim. To the extent permitted by applicable law, Wonderschool expressly disclaims, and the Partner releases Wonderschool from, any liability arising from (i) any act or omission of any director or child care provider program, (ii) any act or omission of any End User, or (iii) the condition of any child care facilities.

c. Force Majeure. Wonderschool will not be liable for any loss or damage caused by delays or failures due to circumstances beyond its reasonable control, including but not limited to acts of God, war, infectious disease, lockdowns, terrorism, labor disputes, natural disasters, governmental regulations, or utility failures. Some jurisdictions do not allow the exclusion or limitation of damages.

9. **Feedback.** Any suggestions, comments, or other feedback provided by Partner to Wonderschool with respect to the Services will be the property of Wonderschool, which may use, disclose, reproduce, license, and distribute such Feedback without obligation or restriction.

10. **General Provisions.** This Agreement is governed by the laws of the State of California, without regard to its conflict of law provisions. Any disputes must be filed exclusively in the state or federal courts in San Francisco County, California. Wonderschool owns all rights to the Services and Wonderschool platforms and applications, including any improvements or modifications, and all related Intellectual Property. Each party reserves all rights not expressly granted. Neither party may assign this Agreement without the other party's prior written consent, except in cases of merger, acquisition, or sale of substantially all of a party's assets. A delay or failure to exercise a right or remedy will not waive that right or remedy. If any provision is held illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect, reflecting the parties' intent as closely as possible.

EXHIBIT B
INCENTIVE PROPOSAL
- SEE ATTACHED -



May 7, 2025

Kenneth Rose
Executive Director
Montgomery County IDA
113 Park Drive
Fultonville, NY 12072

Dear Kenneth Rose:

On behalf of New York State and Empire State Development, please let me express our enthusiasm for working with you and Montgomery County IDA to undertake its business development project in New York State as described in the attached Incentive Proposal.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are proposing to assist Montgomery County IDA in the development of its project in New York State. If you choose to proceed under the terms outlined in the Incentive Proposal, please acknowledge your decision by signing the attached Incentive Proposal and returning one copy to me by July 8, 2025. As noted in this Incentive Proposal, funding for this project is subject to the availability of funds, completion of any applicable requirements regarding smart growth, environmental and historic review, non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with program requirements.

Please send a \$250 Application Fee payable to Empire State Development, with the project number listed in the Memo line, directly to: Empire State Development, P.O. BOX 5583, New York, NY 10087-5583.

We look forward to working with you on this exciting project. Please contact Ryan LeoGrande at ryan.leogrande@esd.ny.gov at your convenience.

Very truly yours,

A handwritten signature in cursive script, appearing to read "AMadmoune".

Allison Madmoune
Mohawk Valley Regional Director

cc:
Glendon McLeary

Attachments

Recipient Name: MONTGOMERY COUNTY IDA

General Information			
Contact Name & Mailing Address:	Kenneth Rose Executive Director Montgomery County IDA 113 Park Drive Fultonville, NY 12072		
Email:	kruse@co.montgomery.ny.us	Telephone No: 518-853-8334	
Type of Business:	IDA		
Project Location(s):	NYS Region: Mohawk Valley 113 Park Drive Fultonville, NY 12072		
Project Description:	This project aims to establish ten new family childcare (FCC) facilities in Montgomery County, NY. These facilities will be strategically located to serve high-need areas, addressing the significant childcare shortages in the region. The project will involve recruiting, educating, planning, and establishing new family childcare educators and facilities. Key issues to be addressed include the high percentage of single-parent households and the commuting workforce, which strain current childcare resources. Expected outcomes include increased childcare capacity, enhanced support for working families, and strengthened community stability.		
Project Information* *Based on the Company's project information submissions of a CFA or PIW			
Net New Full-time Permanent Employee Job Commitment (For Excelsior projects, refer to attached Preliminary Schedule of Benefits): New positions may not be filled by transferring employees from other New York State locations.	N/A	Permanent Full-time equivalent employees at all NYS Locations:	N/A
Permanent Full-time equivalent employees at Project Location(s):	N/A	Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s):	N/A
PROJECT BUDGET: <u>THE FOLLOWING COSTS WILL BE INCURRED TO COMPLETE THIS PROJECT</u>	PROVIDER PLATFORM LICENSES - CHILDCARE MANAGEMENT SYSTEM - CHILDCARE MARKETPLACE WEBSITE - CHILDCARE PARTNERSHIP PLATFORM (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)		\$36,000
	PROVIDER INCENTIVES - INCENTIVES TO START LICENSING PROCESS - INCENTIVES TO PROGRESS IN LICENSING PROCESS - GRANTS TO SUPPORT PROVIDERS WITH BLOCKING POINTS (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)		\$34,000
	PROVIDER HEALTH CHECK & LMS LICENSES (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)		\$40,000
	NEW SUPPLY MANAGED SERVICES - RECRUITING AND QUALIFICATION OF POTENTIAL		\$190,000

	PROVIDERS - ONBOARDING ONTO PROVIDER PLATFORM - SUPPORT & HOTLINE - COACHING AND WONDERSCHOOL ACADEMY MODULES - COMMUNITY OF PRACTICE WITH OTHER PARTICIPANTS (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)		
	TOTAL ESTIMATED COST:		\$300,000
Project Commencement Date:	July 2026	Project Completion Date:	December 2027
Projected ESD Director's/CEO Approval Date:	June 2026		
Incentives			
Grant Funding Source:	Upstate Revitalization Initiative Round 1 -2023 Challenges (Working Capital)		
Grant Award Amount Up to:	\$270,000		
Grant Disbursement Schedule:	Funds will be disbursed in arrears, no more frequently than quarterly in accordance with attainment of milestones outlined below, in proportion to ESD's funding share of eligible expenses with 10% retained per disbursement until 6 months of post-project reporting are submitted, assuming that all project approvals have been completed and funds are available, and documentation verifying total project expenditures of a minimum of \$300,000. Payment will be made upon presentation to ESD of an invoice and proof of payment or such other documentation as ESD may reasonably require, including quarterly reports. Quarterly reports will provide an update on the progress, operations, and accomplishments of the project including a description of the activities undertaken, and status toward completion of the project milestones. Monthly data reporting on individual trainee progress will be required and documentation verifying project expenditures of \$300,000.		
Project Milestones:	3-month timeline (July 2026 -September 2026) • Build licensing checklist tool for NYS • Hire field recruiter and launch recruitment • 4 identified prospective providers begin training 6-month timeline (October 2026 – December 2026) • 8 identified prospective providers begin training • 3 identified prospective providers submit license applications 9-month timeline (January 2027 – March 2027) • Implement 1 program opening/receiving marketing and enrollment support • 10 identified prospective providers begin training • 6 identified prospective providers submit license applications 12-month timeline (April 2027 – June 2027) • Implement 5 programs opening/receiving marketing and enrollment support • 10 identified prospective providers submit license applications 18-month timeline (July 2027 – December 2027) • 10 programs fully operational and receiving marketing and enrollment support Grantees will be required to register any necessary and required credentials earned in their programs on an open-source credential registry, designated by ESD, to provide credential transparency of publicly funded training and education programs.		

Total Incentive Offer

ESD:	\$270,000	IDA Sales Tax Exemption:	
Empire Zones:		PILOT:	
OCR:		Utility:	
NYSERDA:		Municipality:	
NYPA:		Local Development Corp.:	
Total NYS:		Total Non-NYS:	

Total of All Incentives: \$270,000

For ESD¹ Internal Use Only:

Job Growth Track	☐	Investment Track	☐	Project # 138,978	CFA #
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Incentive Proposal – Definitions and Conditions

Good Standing: The recipient is authorized to do business and is in good standing in the State of New York.

Tax Information: Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

Legal Compliance: Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws and acknowledges that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

Environmental, Historic and Smart Growth Review:

Recipient must comply with any applicable environmental, historic, and smart growth review that is required due to ESD assistance or any other public approval or action. Until this is completed, work on any ESD funded project may not begin.

- For further information about Environmental Review under the State Environmental Quality Review Act (SEQRA), please visit the New York State Department of Environmental Conservation's web site at <https://www.dec.ny.gov/permits/357.html>.
- For further information about Historic Review (consultation process), please visit the New York State Historic Preservation Office's web site at <https://parks.ny.gov/shpo/>.
- For further information about Smart Growth review under the Smart Growth Public Infrastructure Policy Act, please visit the New York State Department of State' web site at: <https://dos.ny.gov/nys-smart-growth-program>.

¹ The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

Grant Program Notices and Conditions/Requirements

This Incentive Proposal is subject to the availability of funds; completion of any applicable requirements regarding (1) smart growth, environmental and historic review, (2) non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with applicable statutes and program requirements.

Financial Disclosure:

Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors deemed acceptable to ESD must be provided prior to ESD Directors' approval.

Disbursements:

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2028. Expenditures incurred prior to January 24, 2025, are not eligible project costs and cannot be reimbursed by grant funds. The Grant is being provided in connection with the project as described in the CFA (or ESD application) and that funds will only be made available for projects that are undertaken as described in the CFA (or ESD application), except as expressly authorized by ESD.

Equity:

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

Fees:

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

Non-discrimination and Contractor Diversity:

ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$81,000) related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. Additional information can be found [here](#).

The Recipient shall also use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(n), to achieve an overall participation goal of 6% (\$16,200) NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs"), in the execution of the grant, for any contractual opportunities generated in connection with the project. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. A further explanation of the SDVOB reporting requirements is found [here](#).

Environmental, Historic and Smart Growth Review:

Please note in particular the Environmental, Historic and Smart Growth Review requirements found [here](#) which, if applicable, must be satisfied prior to starting work on any ESD funded project and ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

Environmental Sustainability:

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

Insurance Requirements:

The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

Modification:

ESD reserves the right to review and reconsider the terms of this Incentive Proposal and/or funding for the project in the event of any material changes in the plans, circumstances, grantee or project.

Not-For-Profit Organizations:

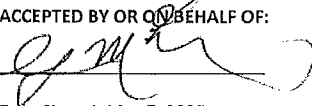
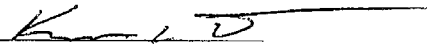
Not-for-profit organizations must complete the following prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement: 1) be prequalified in the Statewide Financial System ("SFS"); 2) be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau; and 3) be registered and up-to-date with the New York State Office of the State Comptroller's VendRep System. Additional information can be found [here](#).

Reservations of Rights Concerning ESD Funding:

It is expected the project will proceed as described and within the time frame set forth by the Applicant. If the project or its implementation fails to proceed as planned or is delayed for a significant period of time and there is, in the exclusive judgment of ESD, material change in the project or doubt as to its viability, ESD reserves the right to cancel its Incentive Proposal for such project.

Next Steps After Accepting this Incentive Proposal:

Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

By signing recipient understands and acknowledges the following This Incentive Proposal expires July 8, 2025, unless endorsed below and received by ESD prior to the expiration date. The accepted Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary. Recipient has read and knows the contents of the Incentive Proposal prepared by ESD. Recipient reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants. Recipient knows all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project. Recipient hereby accepts the Incentive Proposal in its entirety. Recipient did not finalize the decision to undertake the project described in the Incentive Proposal prior to January 24, 2025.	
APPROVED BY: Glendon McLeary Vice President and Director of Loans & Grants Empire State Development 655 Third Avenue New York, NY 10017 Phone: (212) 803-3658	ACCEPTED BY OR ON BEHALF OF:  Date Signed: <u>May 7, 2025</u>
ACCEPTED BY: Kenneth Rose Executive Director Montgomery County IDA 113 Park Drive Fultonville, NY 1207	I have read and understand the contents of this incentive proposal and accept it, including the attached terms, conditions and program requirements. I certify that the information provided to ESD for the purposes of obtaining such assistance is true and any financial and employment projections were prepared in good faith based on reasonable assumptions. Further I certify that the recipient, to the best of my knowledge, is compliant with all environmental, worker protection and tax laws and authorize ESD to verify such compliance with relevant government agencies. I acknowledge that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws. ACCEPTED BY OR ON BEHALF OF:  Date Signed: <u>May 15th, 2026</u>