AUTHORIZING RESOLUTION

(MDD, L.L.C. Project (Eagle Beverage)– Assignment Authorization)

A regular meeting of the Jefferson County Industrial Development Agency convened on Thursday, September 3, 2026 at 8:30 a.m.

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

Resolution No. 09.03.2026.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM **MDD, L.L.C.** (THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) TO BE UNDERTAKEN BY THE AGENCY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, as amended (hereinafter collectively called the "Act"), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, pursuant to a Project Authorizing Resolution adopted on December 5, 2019, as supplemented January 9, 2020 (collectively, the "Project Authorizing Resolution"), the Agency appointed **MDD, L.L.C.** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") to construct a certain Project Facility (the "Project Facility"), such Project Facility being located in the Town of Watertown, Jefferson County, New York and being more particularly described as 20783 Alexander Drive, Watertown, New York 13601 (Tax Map Parcel No. 82.00-2-1.6),

WHEREAS, pursuant to the Project Authorizing Resolution, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, as of January 23, 2020, which included the following documents and agreements: (i) that certain Project Agreement (the "Project Agreement"), Underlying Lease Agreement (the "Underlying Lease Agreement", with recorded memorandum), Lease Agreement (the "Lease Agreement", with recorded memorandum), Payment-in-lieu-of-Tax Agreement (the "PILOT Agreement"), along with related documents (collectively, the "Project Documents"); and

WHEREAS, pursuant to Section 9.1 of the Lease Agreement, and in connection with the sale of the Project Facility to **T. J. Sheehan Distributing, Inc.**, a Delaware corporation having an address of 225 Commerce Blvd, Liverpool, New York 13088 ("Assignee"), the Company has requested the Agency's approval of the proposed assignment of the Agency Documents

(collectively the "Assignment") to the Assignee, whereby (i) the Assignee will acquire the Project Facility, and (ii) the Assignee will assume all rights and obligations pursuant to the Agency Documents; and

WHEREAS, the Company has requested the Agency's approval of the Assignment and has provided the Agency with additional background information for the Agency to review and consider; and

WHEREAS, in furtherance of the foregoing, the Agency desires to (i) authorize the Assignment subject to the terms and conditions set forth herein, and (ii) the execution and delivery of certain documents and agreements in furtherance of same.

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

Section 1. Based upon the representations made by the Company, the Agency hereby consents to, authorizes and approves the Assignment subject to the terms and conditions set forth herein. All other approvals contained within the Project Authorizing Resolution and the Project Documents shall remain in full force and effect.

Section 2. The Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 3. The Chairman, Vice Chairman and/or Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any documents and agreements necessary to effectuate the Assignment, with such changes as shall be approved by the Chairman, Vice Chairman and/or Chief Executive Officer and counsel to the Agency upon execution.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

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

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

	Yea	Nay	Absent	Abstain
Robert E. Aliasso, Jr.	[X]	[ ]	[ ]	[ ]
John J. Condino	[X]	[ ]	[ ]	[ ]
David J. Converse	[X]	[ ]	[ ]	[ ]
William W. Johnson	[X]	[ ]	[ ]	[ ]
Lisa L'Huillier	[X]	[ ]	[ ]	[ ]
W. Edward Walldroff	[X]	[ ]	[ ]	[ ]
Paul J. Warneck	[X]	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) SS:

I, the undersigned Secretary of Jefferson County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of Jefferson County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on September 3, 2026, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this 3rd day of September, 2026.

[redacted]

W. Edward Walldroff
Secretary

[SEAL]



ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH ACKNOWLEDGEMENT AND CONSENT

This Assignment and Assumption Agreement with Acknowledgement and Consent (this "Agreement") dated as of September 16, 2026 (the "Effective Date"), is entered into by and among **MDD, L.L.C.**, a New York limited liability company having an address of 1043 County Route 25, Oswego, New York 13126 (herein, the "Company" or "Assignor"), **T. J. Sheehan Distributing, Inc.**, a Delaware corporation having an address of 225 Commerce Blvd, Liverpool, New York 13088 ("Assignee"), and **the Jefferson County Industrial Development Agency**, a public benefit corporation of the State of New York having an address of 800 Starbuck Avenue, Watertown, New York 13601.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in (a) that certain Underlying Lease, dated as of January 23, 2020, by and between the Agency and Assignor (the "Underlying Lease"), a memorandum of such Underlying Lease having been recorded in the Office of the Clerk of Jefferson County, New York on January 24, 2020 as Instrument No. 2020-00001025, and (b) that certain Lease Agreement, dated as of January 23, 2020, by and between the Agency and Assignor (the "Lease Agreement"), a memorandum of such Lease Agreement having been recorded in the Office of the Clerk of Jefferson County, New York on January 24, 2020 as Instrument No. 2020-00001026. The Agency is executing this document in its capacity as leasehold title holder only for the purpose of consenting to this Agreement and the transactions contemplated herein.

WHEREAS, the Agency previously appointed the Company as agent to undertake a certain project to construct a certain Project Facility (the "Project Facility", as defined within the Lease Agreement), such Project Facility being located in the Town of Watertown, Jefferson County, New York and being more particularly described as 20783 Alexander Drive, Watertown, New York 13601 (Tax Map Parcel No. 82.00-2-1.6), as more particularly described on **Exhibit A** attached hereto; and

WHEREAS, in connection with the Project, the Agency and Assignor entered into: (i) the Underlying Lease, (ii) Lease Agreement, (iii) a certain Project Agreement, dated as of January 23, 2020, by and between the Agency and Assignor (the "Project Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement, dated as of January 23, 2020, by and between the Agency and Assignor (the "PILOT Agreement"); and (v) related documents, with the foregoing (i)-(v) being referred to herein as the "Agency Documents", and

WHEREAS, pursuant to that certain Real Estate Purchase Agreement dated as of May 28, 2026 by and among Assignor, Assignee, and MDDO, LLC (the "REPA"), Assignee has agreed to acquire the Project Facility; and

WHEREAS, pursuant to Section 9.1 of the Lease Agreement, and in connection with the sale of the Project Facility to the Assignee, the Company has requested the Agency's approval of the proposed assignment of the Agency Documents (collectively the "Assignment") to the Assignee, whereby (i) the Assignee will acquire the Project Facility, and (ii) the Assignee will assume all rights and obligations pursuant to the Agency Documents; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, interest, duties, obligations and liabilities under the Agency Documents and Assignee desires to accept such assignment and to assume all of such rights, title, interest, duties and obligations and liabilities of Assignor thereunder; and

WHEREAS, pursuant to the Agency Documents, the consent of the Agency is required in connection with the Assignment, and pursuant to an Authorizing Resolution adopted September 3, 2026 (the "Authorizing Resolution"), the Agency authorized the Assignment subject to the execution of this Agreement and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment by Assignor**.

a. Assignor hereby sells, assigns, transfers, conveys, and sets over unto Assignee all of Assignor's rights, title, interest, duties, obligations and liability in, to and under the Agency Documents first arising from and after the Effective Date.

b. Assignee hereby accepts such assignment, and Assignee hereby covenants to operate and maintain the Project such that it constitutes a "project" pursuant to the Act.

c. Assignor hereby agrees and consents that this Assignment shall in no way be construed as a waiver or release of any claims or rights that the Agency may have against Assignor under the Agency Documents with respect to matters occurring prior to the Effective Date, and the Agency expressly reserves any such claims or rights and the right to pursue the same at law or in equity. By consenting hereto, the Agency hereby releases Assignor with respect to matters occurring under the Agency Documents occurring after the Effective Date, except that Assignor shall after the Effective Date (i) submit any required reporting to the Agency relating to the period prior to the Effective Date, and (ii) pay any additional amounts due to the Agency with respect to the period prior to the Effective Date as a result of such reporting.

2. **Assumption by Assignee**.

d. Assignee hereby assumes the performance of all of the obligations, terms, covenants, and conditions of the Agency Documents on Assignor's part first to be performed thereunder first arising from and after the Effective Date and will perform all of the obligations, terms, covenants, and conditions of the Agency Documents on Assignee's part to be performed from and after the Effective Date, all with the same force and effect as though the Assignee had signed the Agency Documents as a party named therein.

e. In accordance with the definitions of the Lease Agreement, the Assignee hereby certifies and agrees that the Project Facility shall continue to constitute a "Project" as such term is defined within Article 18-A of the General Municipal Law (the "Act").

3. Indemnity of Assignee. Assignee does hereby agree, for Assignee and for Assignee's legal representatives, successors and assigns, to indemnify, defend, and save Assignor and Assignor's successors and assigns harmless from and against any and all claims, losses, suits, and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by Assignee under the Agency Documents from and after the Effective Date, including without limitation, any recapture liabilities pursuant to the Project Agreement.

4. Indemnity of Assignor. Assignor does hereby agree, for Assignor and for Assignor's successors and assigns, to indemnify, defend, and save Assignee and Assignee's legal representatives, successors, and assigns harmless from and against any and all claims, losses, suits, and expenses, including but not limited to, reasonable attorneys' fees and litigation expenses, asserted or first arising in connection with the performance by Assignor under the Agency Documents prior to the Effective Date, including without limitation, any recapture liabilities pursuant to the Project Agreement.

5. Consent of Agency; Indemnity of Assignee and Assignor to Agency. Pursuant to the terms and provisions of the Agency Documents, and in accordance with an Authorizing Resolution, the Agency hereby consents to this Assignment and Assumption and acknowledges its consent below by and through its duly authorized officer. It being expressly understood and agreed that each of Assignor and Assignee, jointly and severally, agree and covenant that each of Assignor and Assignee hereby releases the Agency and its members, officers, agents, and employees from, agrees that the Agency and its members, officers, agents, and employees shall not be liable for, and agrees to indemnify defend, and hold the Agency and its members, officers, agents, and employees harmless from and against, any and all costs or liabilities that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to this Assignment and Assumption, including without limitation, all causes of action and reasonable attorneys' fees and litigation

expenses incurred in connection with any suits or actions that may arise as a result of any of the foregoing.

6. **Representations and Warranties of Assignor**. Assignor hereby represents and warrants to Assignee that (a) there have been no prior assignments of the Lease Agreement or Underlying Lease made by Assignor to any other party, (b) that the Agency Documents are being assigned to Assignee free and clear of all liens and encumbrances, except as may have been previously authorized by the Agency, (c) Assignor has complied with all provisions of the Lease Agreement and the Underlying Lease regarding the Assignment, and (d) Assignor is not now in breach or default of any Agency Documents, nor any applicable village code requirements, nor are there any facts that, with the passage of time, may constitute a breach or default under the Agency Documents. The representations and warranties of Assignor set for herein shall survive the closing of the transactions contemplated by the Lease Agreement and the Underlying Lease and the delivery of this Agreement. The Agency hereby acknowledges Assignor's compliance with the provisions of the Lease Agreement and the Underlying Lease regarding Assignment.

7. **Amendment to Notice Provisions**. Effective as of the Effective Date, the notice provisions of each Agency Documents are hereby amended such that all notices, demands, requests, consents, approvals, and other communications required or permitted to be given to the Company, Lessee, or other applicable party thereunder shall be delivered to Assignee at the following address:

T. J. Sheehan Distributing, Inc.
225 Commerce Blvd
Liverpool, New York 13088
Attn: John Sheehan, President
Email: john.sheehan@sheehancos.com

With a copy to:
Sheehan Family Companies
5350 S. Emmer Dr.
New Berlin, Wisconsin 53151
Attn: Maressa Porter, General Counsel
Email: Maressa.porter@sheehancos.com

All references in the Agency Documents to the notice address of Assignor shall, from and after the Effective Date, be deemed deleted and replaced with the foregoing notice information for Assignee. Except as expressly modified by this Section 7, the notice provisions of the Agency Documents, including the manner and method by which notices are required to be delivered, shall remain unchanged and in full force and effect.

8. Confirmation of Terms of Underlying Lease, Lease Agreement and PILOT Agreement.

The parties hereto acknowledge and agree that the Term of the PILOT Agreement and tax benefits provided for therein shall be deemed to include (i) the 2023 County and Town tax years through the 2037 County and Town Tax years, and (iii) the 2022-2023 School tax year through the 2036-2037 School tax year. The PILOT Agreement, Underlying Lease and Lease Agreement shall expire on **December 31, 2037**; *provided, however*, the Company shall pay the 2038 County and Town tax bills and the 2037-2038 School tax bill on the dates and in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years.

9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10. Binding Effect. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Agreement and in whole favor the provisions of this Agreement shall inure.

11. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject hereof and supersedes all prior negotiations, either written or oral.

12. Further Assurances. Assignor and Assignee agree to deliver to each other such further instruments and/or documents as reasonable requested and for the purpose of carrying out or consummating the transactions contemplated by this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

MDD, LLC

B [redacted]
Daniel Dorsey, Jr., President

T. J. Sheehan Distributing, Inc.

B [redacted]
John Sheehan, President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 8th day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Daniel Dorsey, Jr.,*** 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.

[redacted]
Notary Public
Victor J. Hershdorfer
Notary Public, State of New York
No. [redacted] *Reg. Onondaga County*
My Commission Expires April 21, 2030

Wisconsin
STATE OF ~~NEW YORK~~)
COUNTY OF Waukesha) ss:

On the 11th day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared John Sheehan, 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.

[redacted]
Notary Public

ACKNOWLEDGEMENT AND CONSENT TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

The undersigned, on behalf of the Jefferson County Industrial Development Agency, hereby acknowledge receipt of notice of and consents to the within Assignment by and between Assignor and Assignee, pursuant to which Assignor assigns all of Assignor's rights, title, interest, duties, obligations, and liabilities under the Agency Documents (as defined herein) first arising from and after the Effective Date (as defined in the Agreement) and Assignee accepts such assignment and assumes all of Assignor's rights, title, interest, duties, obligations, and liability into and under the Agency Documents first arising from and after the Effective Date. The foregoing shall not be construed, however, as a waiver or release of any claims or rights that the undersigned may have at any time against Assignor, and the undersigned expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement to be duly executed as of this 3rd day of September, 2026.

JEFFERSON COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

By: [redacted]
Name: Marshall Weir
Title: CEO

STATE OF NEW YORK)
COUNTY OF Jefferson) ss:

On the 3rd day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Marshall Weir, 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.

[redacted]
Notary Public

PEGGY SAMPSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. [redacted]
Qualified in Jefferson County
My Commission Expires 2/9/28

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Watertown, County of Jefferson, State of New York and being more particularly described as follows:

BEGINNING at a 1/2" iron pipe with cap to be set in the easterly bounds of a 2.264± acre parcel of land to be dedicated to the Town of Watertown for road development, said iron pipe being the southwesterly corner of Lot 5 of T.I. Ag Park;

THENCE S. 87°-59'-18" E, a distance of 306.26 feet to a 1/2" iron pipe with cap to be set;

THENCE S. 02°-00'-42" W., a distance of 417.54 feet to a 1/2" iron pipe with cap to be set;

THENCE N. 87°-59'-18" W., a distance of 501.46 feet to a 1/2" iron pipe with cap to be set in the easterly bounds of said 2.264± acre parcel;

THENCE along the easterly bounds of said 2.264± acre parcel, and along a curve to the right having a radius of 217.00 feet, a distance of 102.24 feet to a 1/2" iron pipe with cap to be set, said iron pipe being situate a direct of N. 30°-39'-25" E., a distance of 101.30 feet from the previously mentioned iron pipe;

THENCE N. 44°-09'-16" E., continuing along the easterly bounds of said 2.264+ acre parcel a distance of 110.13 feet to a 1/2" iron pipe with cap to be set;

THENCE continuing along the easterly bounds of said 2.264± acre parcel, and along a curve to the left having a radius of 283.00 feet, a distance of 210.27 feet to a 1/2" iron pipe with cap to be set, said iron pipe being situate a direct of N. 22°-52'-07" E., a distance of 205.47 feet from the previously mentioned iron pipe;

THENCE N. 01°-34'-59" E., continuing along the easterly bounds of said 2.264+ acre parcel, a distance of 54.98 to the POINT OF BEGINNING;

CONTAINING 3.597± acres of land, more or less.

TOGETHER WITH AND SUBJECT TO all rights, in common with others, in accordance with a certain Declaration of Access and Utility Easement made by Grantor and dated November 1, 2019 and recorded in the Jefferson County Clerk's Office on November 4, 2019 as Instrument No. 2019-17823.

TOGETHER WITH AND SUBJECT TO an easement for access and utilities over the .464+ acre parcel as shown on a Subdivision Plat of a portion of the lands of TI. Ag Park, LLC as filed in the Jefferson County Clerk's Office on September 27, 2019 as Map #7334 (the "Subdivision Map").

ALSO SUBJECT TO an easement for highway purposes to be conveyed to the Town of Watertown over the .064+ acre parcel shown on the Subdivision Map near the southwest corner of the premises.