

SECOND OMNIBUS AGREEMENT

Know All Men By These Presents

THIS SECOND OMNIBUS AGREEMENT (the “Second Omnibus Agreement”), dated as of August 1, 2024, is made by and between the **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the state of New York, having an address at, 335 Montgomery Street, Floor 2M, Syracuse, New York 13202 (the “Agency”) and **OLD THOMPSON ROAD LLC**, a New York limited liability company having an office at 6715 Robert Feldmeier Parkway (formerly identified as 6655 Old Thompson Road), Syracuse, New York 13211 (the “Company”) and, as more particularly set forth herein, amends the documents listed on **Schedule A** attached hereto and made a part hereof.

WITNESSETH

WHEREAS, the Agency previously issued its (i) Tax-Exempt Revenue Bonds (Old Thompson Road, LLC Project), Series 2017A (the “Series 2017A Bonds”) in the aggregate principal amount of \$7,000,000, and (ii) Tax-Exempt Revenue Bonds (Old Thompson Road, LLC Project), Series 2017B in the aggregate principal amount of \$3,000,000 (the “Series 2017B Bonds”; and, together with the Series 2017A Bonds, the “Bonds”) for the purpose of financing a certain project (the “2017 Project”) for the benefit of the Company consisting of (i) the acquisition by the Agency of title to or a leasehold interest in approximately twenty-six (26) acres of vacant land located at 6655 Old Thompson Road, Town of Dewitt, Onondaga County, New York, such land being more particularly described as tax map numbers 022.-05-14.1 and 022.-05-03.1 (the “Land”); (ii) the construction on the Land of (a) an approximately 130,000 square-foot building, consisting of approximately 30,000 square feet of office space and approximately 100,000 square feet to house streamlined manufacturing space, (b) associated parking, and (c) related site-work improvements including, but not limited to, land grading and storm water management facilities, all in furtherance of the Company’s production of stainless steel processing equipment (collectively, the “2017 Improvements”); and (iii) the acquisition in and around the Improvements and of certain items of equipment and other tangible personal property and equipment (the “2017 Equipment”; and, collectively with the Land and the 2017 Improvements, the “2017 Facility”);

WHEREAS, the Bonds were issued pursuant to that certain Indenture of Trust, dated as of December 1, 2017 as amended by that certain First Amendment to Indenture of Trust, dated as of December 7, 2018, (the “Indenture”), each between the Agency and Manufacturers and Traders Trust Company, as Trustee;

WHEREAS, subsequent to the issuance of the Bonds, the Company cancelled the Series 2017A Bonds and increased the principal amount of the Series 2017B Bonds to \$10,000,000;

WHEREAS, in connection with the 2017 Project, the Agency and the Company entered into (i) a certain Lease Agreement, dated as of December 1, 2017 (the “Original Lease Agreement”), as evidenced in a certain Memorandum of Lease, dated as of December 1, 2017 and recorded in the Onondaga County Clerk’s Office at Instrument Number 2018-00000129 on January 2, 2018, whereby the Company leased to the Agency the 2017 Facility; (ii) certain

Leaseback Agreement, dated as of December 1, 2017 (the "Original Leaseback Agreement"), as evidenced by that certain Memorandum of Leaseback Agreement dated as of December 1, 2017 and recorded in the Onondaga County Clerk's Office at Instrument Number 2018-00000130 on January 2, 2018, whereby the Agency leased back to the Company the Agency's interest in the 2017 Facility; (iii) certain Payment In Lieu of Tax Agreement, dated as of December 1, 2017 (the "Original PILOT Agreement") in relation to the 2017 Facility, for which the Company agrees to make payments in lieu of real property taxes to the Affected Tax Jurisdiction (as defined in the PILOT Agreement); and (iv) certain Environmental Compliance and Indemnification Agreement (the "Original Environmental Agreement"; and, together with the Original Lease Agreement Original Leaseback Agreement and the Original PILOT Agreement, the "2017 Documents");

WHEREAS, the Company has requested the Agency provide Financial Assistance to assist with a proposed expansion to the 2017 Project (the "Expansion Project"; and, together with the 2017 Project, the "Project"), which Expansion Project shall consist of (A) the Agency retaining an interest in the 2017 Facility; (B) the construction of an approximately 82,320 square-foot one-story addition to the 2017 Facility consisting of approximately 10,000 square feet of storage space and approximately 71,320 square feet of production space (the "Expansion Improvements"; and, together with the 2017 Improvements, the "Improvements"); and (C) the acquisition in and around the Expansion Improvements and of certain items of equipment and other tangible personal property and equipment (the "Expansion Equipment"; and, together with the 2017 Equipment, the "Equipment"; with the Expansion Equipment and Expansion being referred to herein as the "Expansion Facility"; and, further, the Expansion Facility and the 2017 Facility are referred to herein as the "Facility");

WHEREAS, in furtherance of the foregoing, the Agency and Company desire to amend the 2017 Documents pursuant to the terms and conditions of this Second Omnibus Agreement;

NOW, THEREFORE, in consideration of the forging premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Company agree as follows:

1. Omnibus Amendments.

a. The term Lease Agreement shall mean the Original Lease Agreement, as amended by this Second Omnibus Agreement.

b. The term Leaseback Agreement shall mean the Original Leaseback Agreement, as amended by this Second Omnibus Agreement.

c. The term PILOT Agreement shall mean the Original PILOT Agreement, as amended by this Second Omnibus Agreement.

d. The term Environmental Compliance Agreement shall mean the Original Environmental Compliance Agreement, as amended by this Second Omnibus Agreement.

e. All references in the Bond Documents (as defined in the Indenture) to the terms "Lease Agreement", "Leaseback Agreement", "PILOT Agreement", "Environmental

Compliance Agreement”, “Project”, “Improvements”, “Equipment” and “Facility” are hereby amended to be defined as set forth in this Second Omnibus Agreement.

2. Amendments to Original Lease Agreement.

a. The description in **Exhibit A** attached to the Original Lease Agreement is hereby deleted in its entirety, and it is hereby replaced with the description set forth in **Exhibit A** attached to this Second Omnibus Amendment and made a part hereof.

3. Amendments to Original Leaseback Agreement

a. The description in **Exhibit A** attached to the Original Leaseback Agreement is hereby deleted in its entirety, and it is hereby replaced with the description set forth in **Exhibit A** attached to this Second Omnibus Amendment and made a part hereof.

b. The last sentence of the introductory paragraph of Section 2.2 of the Original Leaseback Agreement is hereby deleted in its entirety and here replaced with the following:

Such appointment was made by the Issuer pursuant to resolutions duly adopted by the Issuer on June 28, 2017 and July 18, 2024 (collectively, the “Bond Resolution”).

c. The last sentence of Section 2.2(a) of the Original Leaseback Agreement is hereby deleted in its entirety and hereby replaced with the following:

The right of the Company to act as agent of the Issuer shall expire on the earlier of (a) the Completion Date, or (b) December 31, 2025; provided, however, that the Issuer may extend the Company’s agent appointment with the written approval of the Chair of the Issuer upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Issuer shall not unreasonably withhold its consent to the extension of such appointment.

d. Section 2.5(b) of the Original Leaseback Agreement is hereby deleted in its entirety and hereby replaced with the following:

The leasehold estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on December 31, 2035, or on such earlier date as may be permitted by Section 8.1 hereof.

e. The address of the Issuer (as defined in the Original Leaseback Agreement) is amended to be the address of the Agency as set forth in the preamble to this Second Omnibus Agreement.

4. Amendments to PILOT Agreement

a. The description in **Exhibit A** attached to the Original PILOT Agreement is hereby deleted in its entirety, and it is hereby replaced with the description set forth in **Exhibit A** attached to this Second Omnibus Amendment and made a part hereof.

b. **Schedule A** attached to the Original PILOT Agreement is hereby deleted in its entirety and hereby replaced with **Schedule A** attached to this Second Omnibus Agreement.

c. Section 1.5 of the Original PILOT Agreement is hereby deleted in its entirety and hereby replaced with the following:

The tax benefits provided for herein should be deemed to include (i) the 2018-19 School District tax year through the 2035-36 School District tax year, and (ii) the 2019 County and Town tax year through the 2035 County and Town tax year. This Agreement shall expire on **December 31, 2035**; provided, however, the Company shall pay (i) the 2036-37 School District tax bill and (ii) the 2036 County and Town tax bill in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility while this Agreement is in effect, which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

d. Section 7 of the Original PILOT Agreement is hereby deleted in its entirety and hereby replaced with the following:

In the event that (a) the Facility is sold or closed other than a sale to a qualified transferee or (b) the number of jobs at the Facility is reduced below seventy-five percent (75%) of the number employed at the time of application or below seventy-five percent (75%) of the employment projections provided by the Company to the Agency and no substantial future economic benefit is likely to accrue to the community (each, a "Recapture Event"), the Company shall pay to the Agency, based on the formula set forth below, a portion of the Aggregate Tax Savings which the Company realized as a result of the Agency undertaking the Project. For purposes of this Section, "Aggregate Tax Savings" shall mean the amount by which the real property taxes which the Company would have paid if the Expansion Facility were owned by the Company and not deemed owned or under the jurisdiction or control or supervision of the Agency exceeds the payments in lieu of taxes actually paid by the Company. Notwithstanding anything to the contrary herein, the term "Recapture Event" shall not include reductions in employment that are the result of condemnation, damage or destruction of the Facility that the Company elects not to repair and replace in accordance with the Leaseback Agreement.

5. Amendments to Environmental Compliance Agreement.

a. The description in **Exhibit A** attached to the Original PILOT Agreement is hereby deleted in its entirety, and it is hereby replaced with the description set forth in **Exhibit A** attached to this Second Omnibus Amendment and made a part hereof.

b. All references to the term Project Facility in the Original Environmental Compliance Agreement are hereby deleted in their entirety and hereby replaced in their entirety with “Facility” as such term is amended as set forth in this Second Omnibus Agreement.

6. Except as amended and modified hereby, all terms of the Bond Documents shall remain in full force and effect, and, as amended and modified hereby, are hereby ratified, and confirmed in all respects.

7. This Second Omnibus Agreement may not be changed or terminated orally and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

8. This Second Omnibus Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws.

9. This Second Omnibus Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this **SECOND OMNIBUS AGREEMENT** as of the day and year first above written.

**ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Robert M. Petrovich
Title: Executive Director

OLD THOMPSON ROAD, LLC

By: _____
Name: Colby Clark
Title: Manager

Acknowledged and agreed:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee**

By: _____
Name:
Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Initial Holder**

By: _____
Name:
Title:

**FELDMEIER EQUIPMENT, INC., as
Guarantor**

By: _____
Name:
Title:

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**ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name:
Title:

OLD THOMPSON ROAD, LLC

By: _____
Name:
Title:

Acknowledged and agreed:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee**

By: Jennifer L. Cook
Name: Jennifer L. Cook
Title: Vice President

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Initial Holder**

By: _____
Name:
Title:

**FELDMEIER EQUIPMENT, INC., as
Guarantor**

By: _____
Name:
Title:

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**ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name:
Title:

OLD THOMPSON ROAD, LLC

By: _____
Name:
Title:

Acknowledged and agreed:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee**

By: _____
Name:
Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Initial Holder**

By:  _____
Name: Ryan A. McDermott
Title: Senior Vice President

**FELDMEIER EQUIPMENT, INC., as
Guarantor**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this **SECOND OMNIBUS AGREEMENT** as of the day and year first above written.

**ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Robert M. Petrovich
Title: Executive Director

OLD THOMPSON ROAD, LLC

By:  _____
Name: Colby Clark
Title: Manager

Acknowledged and agreed:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee**

By: _____
Name:
Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as Initial Holder**

By: _____
Name:
Title:

**FELDMEIER EQUIPMENT, INC., as
Guarantor**

By:  _____
Name: Colby Clark
Title: President

Exhibit A

Property Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Lots 20 & 21 in said Town and being more particularly described as follows:

Beginning at a point in the westerly line of Old Thompson Road South 03°-22'-40" East a distance of 390.00 feet measured along said westerly line from the southerly line of Brooklawn Parkway, said point also being the northeasterly corner of Phase 2 Section B Brooklawn Corporate Center, filed in the Onondaga County Clerk's Office as Map № 6013, said point further being the southeasterly corner of Lot 2A Section A Brooklawn Corporate Center, filed in the Onondaga County Clerk's Office as Map № 5961,

running thence North 86°-37'-20" East along the prolongation easterly of the northerly line of said Phase 2 a distance of 24.75 feet to a point in the centerline of Old Thompson Road,

thence South 03°-22'-40" East along the centerline of Old Thompson Road a distance of 180.00 feet to its intersection with the prolongation easterly of the southerly line of said Phase 2,

thence South 86°-37'-20" West along the prolongation easterly of and along the southerly line of said Phase 2 a distance of 444.75 feet to the southwesterly corner of said Phase 2, said corner also being the northwesterly corner of Phase 1 Section B Brooklawn Corporate Center, filed in the Onondaga County Clerk's Office as Map № 6013,

thence South 03°-22'-40" East along the westerly line of said Phase 1 a distance of 214.17 (209.99 record) feet to a point in the northerly line of the New York State Thruway,

thence South 87°-02'-15" West along the northerly line of the New York State Thruway a distance of 1146.92 feet to an angle point in said northerly line,

thence North 86°-41'-17" West along the northerly line of the New York State Thruway a distance of 543.80 feet to an angle point therein,

thence North 84°-14'-31" West along the northerly line of the New York State Thruway a distance of 91.43 feet to a point,

thence North 47°-50'-54" East a distance of 836.10 feet to a point,

thence North 46°-48'-26" East a distance of 398.21 feet to a point,

thence North 15°-49'-41" East a distance of 97.93 feet to a point in the prolongation westerly of the southerly line of a parcel of land conveyed to Industrial Fabricating Corporation and recorded in the Onondaga County Clerk's Office in Book of Deeds 3600 at Page 287,

thence North 86°-37'-20" East along the prolongation westerly of and along the southerly line of said parcel of land conveyed to Industrial Fabricating Corporation a distance of 427.33 feet to the northwesterly corner of Lot 1 Section A Brooklawn Corporate Center, filed in the Onondaga County Clerk's Office as Map № 5385,

thence South 03°-22'-40" East along the westerly line of said Lot 1 a distance of 440.00 feet to the southwesterly corner of said Lot 1 Section A Brooklawn Corporate Center,

thence North 86°-37'-20" East along the southerly line of said Lot 1 a distance of 155.00 feet to a point of curve,

thence easterly and northerly along the southerly line of said Lot 1 on a curve to the left with a radius of 277.49 feet a distance of 198.57 feet to a point of tangent in the northerly line of Brooklawn Parkway,

thence South 45°-37'-20" West along the northerly line of Brooklawn Parkway a distance of 76.24 feet to a point of curve,

thence southerly and easterly along the line of Brooklawn Parkway on a curve to the left with a radius of 45.00' an arc length of 186.79 feet to a point of reverse curve,

thence along the line of Brooklawn Parkway on a curve to the right with a radius of 20.00 feet an arc length of 21.14 feet to the northwesterly corner of Lot 2B Section A Brooklawn Corporate Center, filed in the Onondaga County Clerk's Office as Map № 5691,

thence South 03°-22'-44" East along the westerly line of said Lot 2B a distance of 132.47 feet to the southwesterly corner thereof,

thence North 86°-37'-20" East along the southerly line of said Lot 2B and along the southerly line of said Lot 2A a distance of 420.00 feet to a point in the westerly line of Old Thompson Road and the point of beginning.

Containing 25.717± acres of land inclusive of the highway.

Subject to easements and restrictions of record.

AS MORE FULLY DEPICTED ON MAP ATTACHED



FELDMEIER
EQUIPMENT, INC.

SCHEDULE A

Documents being Amended

1. Lease Agreement, dated as of December 1, 2017, between Old Thompson Road, LLC (the “Company” and the Onondaga County Industrial Development Agency (the “Agency”).
2. Leaseback Agreement, dated as of December 1, 2017, between the Agency and the Company.
3. Payment In Lieu of Tax Agreement, dated as of December 1, 2017, between the Agency and the Company.
4. Environmental Compliance and Indemnification Agreement, dated as of December 1, 2017, from the Company to the Agency, Manufacturers and Traders Trust Company, as Trustee and Manufacturers and Traders Trust Company, as Initial Holder.

SCHEDULE B

PILOT Schedule

[PLEASE SEE ATTACHED]

SCHEDULE B
PILOT Schedule

Old Thompson Road, LLC

A) PILOTS Estimate Table Worksheet

for 10 years

OCIDA estimate of current market value					\$	7,993,500
Projected investment					\$	10,350,000
OCIDA estimate of increase in value					\$	4,744,102
OCIDA estimated value after project is completed					\$	12,737,602
Taxes that would have been collected if the project did not occur					\$	2,697,178
Scheduled PILOT payments					\$	3,423,046

PILOT YEAR	Year	Exemption %	County PILOT Amount	Town	School District	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
Existing PILOT	2024	Existing PILOT	\$ 21,963.00	\$ 20,143.00	\$ 104,908.00	\$ 147,014.00	\$ 247,971.15	\$ 100,956.33
Existing PILOT	2025	Existing PILOT	\$ 25,479.00	\$ 23,368.00	\$ 121,703.00	\$ 170,550.00	\$ 252,930.57	\$ 82,380.36
1	2026	100%	\$ 29,127.00	\$ 26,714.00	\$ 139,127.00	\$ 194,968.00	\$ 337,123.80	\$ 142,155.80
2	2027	90%	\$ 34,707.96	\$ 32,439.15	\$ 167,647.78	\$ 234,794.89	\$ 365,293.92	\$ 130,499.02
3	2028	80%	\$ 40,499.81	\$ 38,382.51	\$ 197,253.47	\$ 276,135.78	\$ 394,454.89	\$ 118,319.12
4	2029	70%	\$ 46,510.13	\$ 44,550.95	\$ 227,976.17	\$ 319,037.25	\$ 424,637.06	\$ 105,599.81
5	2030	60%	\$ 49,347.28	\$ 47,835.15	\$ 243,622.96	\$ 340,805.39	\$ 433,129.80	\$ 92,324.41
6	2031	50%	\$ 52,279.32	\$ 51,232.90	\$ 259,804.43	\$ 363,316.65	\$ 441,792.39	\$ 78,475.74
7	2032	40%	\$ 55,308.90	\$ 54,747.43	\$ 276,535.71	\$ 386,592.03	\$ 450,628.24	\$ 64,036.21
8	2033	30%	\$ 58,438.75	\$ 58,382.04	\$ 293,832.31	\$ 410,653.11	\$ 459,640.81	\$ 48,987.70
9	2034	20%	\$ 61,671.67	\$ 62,140.14	\$ 311,710.17	\$ 435,521.99	\$ 468,833.62	\$ 33,311.64
10	2035	10%	\$ 65,010.53	\$ 66,025.21	\$ 330,185.61	\$ 461,221.36	\$ 478,210.29	\$ 16,988.93
TOTAL			\$ 492,901.35	\$ 482,449.49	\$ 2,447,695.60	\$ 3,423,046.45	\$ 4,253,744.82	\$ 830,698.38

Year							
		0	1	2	3	4	5
Jobs							
Current/Actuals							
Creation Goals			10	15			
Total Employment Goals		141	151	166	166	166	166