JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

TO

4XL, LLC

OMNIBUS AMENDMENT AGREEMENT

Amending Agent Agreement, Leaseback Agreement, Payment in Lieu of Taxes Agreement, PILOT Mortgage, and related documents, each dated as of December 29, 2023

Modified 4XL, LLC Project – Town of Watertown

IDA Project Number 2201-23-04A

Premises:

County Route 200 in the Town of Watertown, New York
~4.21 acres of real property more particularly described as Tax parcel No. 73.20-1-2.17

Dated as of July 12, 2024

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT (the "Agreement"), dated as of July 12, 2024, by and between the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the "Agency") and **4XL, LLC**, a New York limited liability company having offices at 18841 US Route 11, Watertown, New York 13601 (the "Company").

W I T N E S S E T H:

WHEREAS, the Agency was created 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"), as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to a certain Project Authorizing Resolution adopted by the Agency on October 6, 2022 (the "Project Authorizing Resolution"), the Agency appointed L2, LLC (the predecessor applicant of the Company) as it agent to undertake a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 4.21 acres of real property located at County Route 200 in the Town of Watertown, New York (the "Land", being more particularly described as tax parcel No. 73.20-1-2.17); (ii) the planning, design, construction and operation of approximately 30,000 square feet of building space, portions of which will be leased by the Company to (a) LAWMAN HEATING & COOLING, INC. for operation as a sheet metal and roof manufacturing facility and (b) DESIGN BUILD INNOVATIONS, LLC for operation as a fabrication facility, along with interior office and warehousing spaces, exterior utility and site improvements, parking lots, loading docks, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

WHEREAS, in furtherance of the Project, and in accordance with the Project Authorizing Resolution, the Agency and the Company entered into the Straight Lease Transaction as of December 29, 2023, which included the following documents and agreements: (i) that certain Agent and Financial Assistance and Project Agreement (the "Agent Agreement"), (ii) that certain Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk (the "Lease Agreement"), (iii) that certain Leaseback Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk (the "Leaseback Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement"), (v) that certain PILOT

Mortgage, as recorded in the Office of the Jefferson County Clerk (the "PILOT Mortgage"), and (vi) related documents (collectively, the "Agency Documents"); and

WHEREAS, the Company has advised the Agency that it contemplates making certain site modifications to the Project that include (i) increased project construction costs, (ii) adjustments to Project public subsidies and borrowing amounts, (iii) adjustment to the amount of sales and use tax exemption benefits approved by the Agency within the Authorizing Resolution, (iv) increase in the amount of requested and approved mortgage recording tax exemptions; and

WHEREAS, in furtherance of the foregoing, the Company has submitted an updated Application to the Agency for consideration, and upon review of same, and pursuant to a Supplemental Project Authorizing Resolution adopted by the Agency on July 8, 2024, the Agency authorized: (i) the acceptance of the amended Application; (ii) the approval and incorporation of approximately 5,000 additional square feet of building spaces into the definition of the Project, (iii) an increase in the amount of authorized sales and use tax and mortgage recording tax exemptions to be provided to the Company in furtherance of the Project; (iv) the execution and delivery of amendments to the Agency Documents in connection with the foregoing.

WHEREAS, at the request of the Company, the Agency desires to amend the description of the "Project" as contained within the Agency Documents as follows: (i) the acquisition by the Agency of a leasehold interest in approximately 4.21 acres of real property located at County Route 200 in the Town of Watertown, New York (the "Land", being more particularly described as tax parcel No. 73.20-1-2.17); (ii) the planning, design, construction and operation of approximately 35,000 square feet of building space, portions of which will be leased by the Company to (a) LAWMAN HEATING & COOLING, INC. for operation as a sheet metal and roof manufacturing facility and (b) DESIGN BUILD INNOVATIONS, LLC for operation as a fabrication facility, along with interior office and warehousing spaces, exterior utility and site improvements, parking lots, loading docks, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

WHEREAS, the Agency and Company desire to amend the Agency Documents to pursuant to this Agreement, with all other provisions and terms of the Agency Documents remaining the same without revision.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Article I – Amendment to Project Documents

Section 1.1. The Agency Documents are hereby amended to reflect the amended description of the "Project" as set forth below:

(i) the acquisition by the Agency of a leasehold interest in approximately 4.21 acres of real property located at County Route 200 in the Town of Watertown, New York (the "Land", being more particularly described as tax parcel No. 73.20-1-2.17); (ii) the planning, design, construction and operation of approximately 35,000 square feet of building space, portions of which will be leased by the Company to (a) LAWMAN HEATING & COOLING, INC. for operation as a sheet metal and roof manufacturing facility and (b) DESIGN BUILD INNOVATIONS, LLC for operation as a fabrication facility, along with interior office and warehousing spaces, exterior utility and site improvements, parking lots, loading docks, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater retention improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

Section 1.2 Section 2(i)(5)(a) of the Agent Agreement shall be amended to read as follows:

(a) Material Term Commitment #1 – Total Project Expenditure of $5,995,000.00; and

Section 1.3 Section 2(j) of the Agent Agreement shall be amended to read as follows:

(j) In accordance with the Resolution and the Cost-Benefit Analysis (the "CBA") disclosed by the Agency at its public hearing for the Project (the "Public Hearing"), the Company further: (i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to $4,160,000.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 2(i) of this Agent Agreement, cannot exceed $332,800.00, (ii) covenants that the mortgage recording tax exemption benefits to be conferred to the Company by the Agency shall not exceed $32,500.00, and (iii) confirms that real property tax abatement benefits to be provided to the Company shall conform to those disclosed within the CBA at the Public Hearing for the Project and as contained within the PILOT Agreement, a copy of such PILOT

Agreement is attached hereto as Exhibit D (and if said PILOT Agreement is entered into after the date hereof, upon execution by the Agency and the Company it shall be deemed and will be automatically become a component hereof).

The Company hereby acknowledges and agrees that the foregoing Agency Financial Assistance constitutes "public funds" unless otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Agreement, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project. If and to the extent that the Company determines that it is necessary and desirable to reduce the overall amount of "public funds" to be received by the Company in connection with the Project, the Agency agrees to work cooperatively with the Company to adjust the total amount of Agency Financial Assistance to be provided to the Company, which will include, but may not be limited to amending this Agreement and/or the PILOT Agreement (and if the term of the PILOT Agreement is modified, the corresponding terms of the Lease Agreement and Leaseback Agreement shall be modified accordingly).

Section 1.4 Section 2.6(b) of the Leaseback Agreement is amended to read as follows:

(b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the term of this Leaseback Agreement, the Company shall pay to the Agency as additional rent, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the expenses of the Agency and the members thereof incurred (i) for the reason of the Agency's ownership, or leasing of the Facility and (ii) in connection with the carrying out of the Agency's duties and obligations under this Leaseback Agreement. The Company shall pay the Agency an administrative fee hereunder of **$89,925.00**, payable upon execution of this Lease Agreement, together with such payments required pursuant to Section 2(r) of the Agent Agreement. In addition, the Company shall pay the Agency an annual administrative fee in the amount of $1,500.00 per year during the term hereof, such amount being payable on or before February 1 of each year.

Section 1.5. All other provisions of the Project Documents shall remain in full force and effect.

Article II –Miscellaneous

Section 2.1. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 2.2. All notices, invoices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by nationally-recognized overnight courier, as follows:

To the Agency: Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Attn: Chief Executive Officer

And to: Harris Beach PLLC
677 Broadway, Suite 101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: 4XL, LLC
18841 US Route 11
Watertown, New York 13601
Attn: Corry J. Lawler, Manager

With a Copy to: Barclay Damon LLP
125 E. Jefferson Street
Syracuse, New York 13202
Attn: Heather Sunser, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 2.3. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

Section 2.4. Other than those revisions and amendments as set forth herein, the Project Documents remain otherwise unchanged and each of the parties hereto reaffirms their respective obligations thereunder.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: [redacted]
Name: Marshall Weir
Title: Chief Executive Officer

4XL, LLC
By: L2 Real Estate Development, LLC its Managing Member

By: _____
Name: Corry J. Lawler
Title: Manager

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

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Marshall Weir
Title: Chief Executive Officer

4XL, LLC
By: L2 Real Estate Development, LLC its Managing Member

By: [redacted]
Name: Corry J. Lawler
Title: Manager

[Acknowledgment Page to Omnibus Amendment Agreement]

State of New York)
County of JEFFERSON) *ss.:*

On the 10th day of July in the year 2024, before me, the undersigned, 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

STATE OF NEW YORK)
County of _____) *ss.:*

On the __ day of July in the year 2024, before me, the undersigned, personally appeared **CORRY J. LAWLER**, 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

[Acknowledgment Page to Omnibus Amendment Agreement]

State of New York)
County of JEFFERSON) *ss.:*

On the __ day of July in the year 2024, before me, the undersigned, 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.

_____
Notary Public

STATE OF NEW YORK)
County of Jefferson) *ss.:*

On the 10 day of July in the year 2024, before me, the undersigned, personally appeared **CORRY J. LAWLER**, 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

ROBIN D ROZANSKI
Notary Public, State of New York
No [redacted]
Qualified in Jefferson County
Commission Expires Oct. 10, 2025