AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

THIS AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (herein, this "Agreement" or "Agent Agreement"), made as of March 15, 2021, 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 **ROTH INDUSTRIES INC.**, a Delaware corporation having offices at 268 Bellew Avenue, Watertown, New York 13601 (the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 369 of the Laws of 1971 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Agency previously undertook a certain project (the "2005 Project") for the benefit of the Company consisting of (i) the acquisition of fee title to an approximately 9 acre parcel of real property located at 268 Bellew Avenue South, Watertown, New York (the "Land", being more particularly identified as Tax Parcel No. 9-43-105.000) and the existing improvements located thereon comprised of approximately 20,000 square feet of space (the "2005 Existing Improvements"), (ii) the planning, design, engineering and construction of an approximately 10,000 square foot addition to the 2005 Existing Improvements to house additional manufacturing space to be operated by the Company (the "2005 Improvements"); (iii) the acquisition and installation in and around the Land, 2005 Existing improvements 2005 Improvements of certain machinery, equipment and other items of tangible personal property (the "2005 Equipment"; and, together with the Land, 2005 Existing Improvements and the 2005 Improvements, the "2005 Facility"); (iv) the issuance by the Agency of its Industrial Development Revenue Bond (Roth Industries, Inc. Project), Series 2005A in the principal amount of $5,053,750 and Industrial Development Revenue Bond (Roth Industries, Inc. Project), Series 2005B in the principal amount of $937,500; and (v) the sale of the 2005 Facility to the Company pursuant to the terms of a certain Installment Sale Agreement (the "2005 ISA"); and

WHEREAS, pursuant to and in accordance with a certain Project Authorizing Resolution adopted by the Agency on June 2, 2016 (the "2016 Project Authorizing Resolution"), the Agency previously undertook a certain project (the "2016 Project") for the benefit of the Company consisting of (i) the planning, design and construction of an approximately 27,500 square foot addition to the 2005 Facility (the "2016 Improvements") located on the Land for expanded manufacturing and warehousing operations by the Company; (ii) the acquisition and installation in and around the 2005 Facility and 2016 Improvements of certain machinery, equipment and other items of tangible personal property (the "2016 Equipment"; and, together with portions of the Land and the 2016 Improvements, the "2016 Facility"); and (iii) the undertaking of a straight-lease transaction in accordance with the Act whereby the Agency and Company entered into certain project documents (the "2016 Project Documents", each dated as of November 18, 2016, including (a) a Lease to Agency (the "2016 Company Lease"), (b) a Lease Agreement (the "2016 Lease Agreement"), (c) a Payment-in-lieu-of-Tax Agreement (the "2016 PILOT

Agreement"), and (d) related documents, all relating to certain defined portion of the Land, which has been identified as Tax Parcel No. 9-43-105.700, and hereinafter the "2016 Facility Land"); and

WHEREAS, the Company has submitted an application to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition or retention by the Agency of a leasehold interest or other interest in all or a portion of the Land; (ii) the planning, design, construction and operation of (A) an approximately 6,700 square foot addition to house a certain blow molding machine and related equipment and (B) a 10,000 square foot storage warehouse facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and the Improvements by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together 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, by Resolution dated March 4, 2021 (the "Resolution"), the Agency authorized the undertaking of the Project and appointed the Company to act as its agents for the purpose of acquiring, constructing and/or equipping the Facility, all subject to the Company entering into this Agreement; and

WHEREAS, by its Resolution, the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of: (a) an exemption benefit from all New York State and local sales and use tax exemption benefits for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction and/or equipping of the Facility, (b) an exemption benefit from mortgage recording tax, and (c) a partial abatement from real property taxes benefit conferred through a certain Payment in Lieu of Tax Agreement, dated as of the date hereof (the "PILOT Agreement") requiring the Company to make payments in lieu of taxes ("PILOT Payments") for the benefit of each municipality and school district having taxing jurisdiction over the Project, (collectively, the sales and use tax exemption benefit, the mortgage recording tax benefit, and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Agent Agreement for the purposes of, among other things, to govern administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent(s) thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent Agreement.

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:

1. Purpose of Project; Scope of Agency. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project facility to advance job opportunities, health, general prosperity and economic welfare of the people of Jefferson County, and to specifically promote the investment commitment, employment commitment, and other commitments of the Company contained herein and within the Applicant's Application.

Pursuant to the Resolution, the Agency has appointed the Company as agents to undertake the Project, as defined herein and within the Resolution. The Company hereby agree to limit its activities as agents for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. Pursuant to the Resolution and this Agent Agreement, the Company have the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto (collectively, the "Subagent"). The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency. The Company's right to appoint subagents is expressly conditioned upon updating of Schedule A, hereto, along with the timely filing of Form ST-60 (non-primary) for each subagent, with such updated Schedule A and a copy of and proof of filing of such ST-60 (non-primary) being immediately filed with the Agency. The right of the Company, and all duly appointed subagents, to act as agent of the Agency shall expire on **April 30, 2022**, unless extended as contemplated by the Resolution. The aggregate amount of work performed by the Company and all subagents as agent for the Agency shall not exceed the amounts identified in the Resolution and Section 2(h)(i) of this Agreement.

All contracts entered into by the Company, and all subagents thereof, as agent(s) for the Agency shall include the language contained within Schedule B, hereto. **Failure by the Company, or any subagent thereof to include such language shall disqualify the agent status and sales tax exemptions derived by virtue of this Agent Agreement. The Company, for itself and on behalf of all duly appointed subagents, hereby agrees that all contracts entered into by either the Company and any subagents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.**

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project and appoint the Company as agents to undertake same:

(a) The Company is a Delaware corporation, duly organized, validly existing and in good standing under the law of the State of Delaware and authorized to conduct

business in the State of New York. The Company (i) has the authority to enter into this Agreement and (ii) has authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Company located within the State, except as may be provided under the Enabling Act; and the Agency has found that, based on the Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d). The Company shall operate the Facility in accordance with this Agreement and as a qualified "project" under the Act.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agreement.

(f) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in

existence. The Company, upon receiving any information or notice contrary to the representations contained in this Section, shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent. The Company hereby agrees that at all times during which it is operating the Project, and whether or not the contemplated Leaseback Agreement is in effect, to comply with, and ensure compliance by its subtenants or sublessees with, the provisions of an Environmental Compliance and Indemnification Agreement, to be entered into commensurate with the Leaseback Agreement.

(g) The Company has provided to the Agency a certificate or certificates of insurance containing all of the insurance provision requirements included herein. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to any mortgagee, loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

(h) Any personal property acquired by the Company in the name of the Agency shall be located in Jefferson County, New York, except for temporary periods during ordinary use.

(i) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination resulting in the potential recapture of any and all New York State and local sales and use tax exemption benefits, as described below, if the Company receives, or its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project receives, any New York State and local sales and use tax exemption benefits from the Agency, and it is determined by the Agency that:

(1) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company, its agents,

consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; or

(3) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Company has not made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its Application for Financial Assistance; or

(5) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions, said Material Term Commitment #1, and Material Term Commitment #2, as further defined below, being the purposes to be achieved by the Agency with respect to its determination to provide Financial Assistance to the Project and required by the Agency to be complied with and adhered to, as evidenced by submission, as so required by the Agency, of written confirmation certifying and confirming on an annual basis beginning in the first year in which Financial Assistance is so claimed, through the conclusion of the later of either: (i) two (2) years following the construction completion date or (ii) the termination of this Agent Agreement (said date hereinafter referred to as the "Project Completion Date" and the time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") confirming:

(a) Material Term Commitment #1 – Total Project Expenditure of $6,000,000.00; and

(b) Material Term Commitment #2 – Company retention of 25 FTE jobs; and Company creation of 8 new FTE jobs upon two (2) years after completion of the Project County total.

In order to certify and verify the foregoing, the Company shall provide annually, to the Agency, a certified statement and documentation: i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the financial assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the project location ("Material Term Commitment #1"), (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and (iii) such other information, as so requested from time to time, to enable the Agency to assess the progress of the Project toward achieving the investment, job retention, job creation, or other objectives of the Project indicated in the Application for Financial Assistance.

The Company shall annually complete and submit to the Agency the Annual Certification Report in the form attached hereto as **Exhibit E**. **Failure by the Company to complete and submit said form to the Agency by February 15 of each year during the Material Terms and Conditions Monitoring Period shall constitute an Event of Default hereunder, whereby the Agency, in its sole and absolute discretion, may terminate this Agreement and undertake a Recapture Event Determination.**

The findings made by the Agency with respect to Section 2(i)(1), (2), (3) and/or (4) and/or failure to provide the written confirmation as required by Section 2(i)(5) with respect to the thresholds and requirements as identified in Section 2(i)(5), above, and/or failure to meet the thresholds and requirements as identified in Section 2(i)(5) above, may potentially be determined by the Agency, in accordance with the Agency's "Project Recapture and Termination Policy", to constitute a failure to comply with Section 875(3) of the New York General Municipal Law, and/or a failure to comply with a material term or condition to use property or services or Agency Financial Assistance in the manner approved by the Agency in connection with the Project, and/or a failure to comply with the Agency's policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(i)(1), (2), (3) and/or (4) and/or the failure under Section 2(i)(5) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(i)(5) are hereby defined as a "Recapture Event Determination"). If the Agency makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner and/or local taxing authorities may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(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 **$784,000.00**, 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 **$62,720.00**, and (ii) confirms that the mortgage recording tax exemption amount shall not exceed **$12,000**.

(k) The Company each acknowledge and understand that a Recapture Event Determination made with respect to this Agreement will, in addition, immediately result in the loss and forfeiture of the Company's right and ability to obtain any and all future state and local sales and use tax exemptions, mortgage recording tax exemptions, and/or

real property tax abatements with respect to the Project, and may result, in the sole discretion of the Agency, of loss and forfeiture of same with respect to a Recapture Event Determination made regarding this Agreement.

(l) The Company further covenant and agree to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60), in the forms attached hereto as **Exhibit A**, for each agent, subagent, contractor, subcontractor, if any, contractors or subcontractors of such agents and subagents, if any, and such other parties as the Company chooses who provide materials, equipment, supplies or services and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(m) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123, a copy of which is attached hereto as **Exhibit B**, and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledge and agree that the bill or invoice should state, "*I, [NAME OF AGENT/SUBAGENT], certify that I am a duly appointed agent of the [NAME OF IDA] and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under the agent agreement with the Jefferson County Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project (i.e., Roth Industries Inc. – 2021 Project) on each bill and invoice: "the name of the Project, the street address of the Project site, and IDA project number which is 2201-21-01A.*"

(n) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340, a copy of which is attached hereto as **Exhibit C**) regarding the value of sales and use tax exemptions the Company, their agents, subagents, consultants or subcontractors have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the removal of the Company's authority to act as agent for the Agency.

(o) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent

whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(p) The Company covenants and agrees that at all times during the Material Terms and Conditions Monitoring Period, it will (i) maintain its existence and not dissolve, (ii) continue to be a New York limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets. This Agreement may not be assigned in whole or part without the prior written consent of the Agency

(q) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company agrees that it will, throughout the term of this Agent Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2(q). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.

3. Hold Harmless Provision. The Company hereby releases the Agency from, and agree that the Agency shall not be liable for, and agree to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's financing, rehabilitating, renovation, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such

indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto. Such insurance shall be provided, in whole or in part, either through insurance carriers meeting the requirements of this Agreement or through a funded self-insurance program, and shall include, but not necessarily be limited to:

(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than $1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and $1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable worker's compensation law; and a blanket excess liability policy in the amount not less than $5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance. (a) All insurance required by Section 4(a) hereof shall name the Agency as a named insured and all other insurance required by Section 4 shall name the Agency as an additional insured other than Workers' Compensation Coverage. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of insurance as required within Section 4(c) hereof, with the Agency named as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days prior written notice of the cancellation thereof to the Company and the Agency.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

6. Counterpart Signatures. 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.

7. Notices. All notices, 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 a nationally-recognized overnight courier, addressed 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: Roth Industries Inc.
268 Bellew Avenue
Watertown, New York 13601
Attn: Joseph Brown, President

With a Copy to: Germain & Germain
314 East Fayette Street
Syracuse, New York 13202
Attn: Robert Germain, 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.

8. 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 Jefferson County, New York.

9. The obligations of Company under this Agreement shall be several, absolute and unconditional and shall remain in full force and effect until the Leaseback has expired or been terminated.

10. All warranties, representations, and covenants made by Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Agreement to the Agency regardless of any investigation made by the Agency. This Agreement shall survive any termination or expiration of the Leaseback Agreement, as described below.

11. At any time prior to the expiration hereof, the Agency can transfer title to the Company of all assets acquired by the Company as agent for the Agency. Additionally, at any time prior to the expiration hereof, the Company can demand that the Agency transfer title to the Company with respect to all assets acquired by the Company as agent for the Agency, provided all amounts owed the Agency have been paid current.

12. By executing this Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (2) other consultants retained by the Agency, if any, in connection with the Project; in accordance with the terms of the Administrative Fee Agreement between the Company and the Agency, and (3) with respect to enforcing this Agreement (including reasonable attorney fees). The Agency counsel fees are based upon the Company's representations made in its application for Agency assistance and as established in accordance with the Agency counsel fee schedule. The Company further covenants and agrees to make a non-refundable payment upon execution of this Agreement in accordance with the terms of the Agency Counsel Fee Agreement. The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (1) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Project; (2) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (3) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

13. The parties are contemplating that unless the Agency and Company enter into a Lease Agreement (the "Lease Agreement"), and related Leaseback Agreement (the "Leaseback Agreement"), the Company agrees not to take title to any real property as agent for the Agency. The Agency will provide the Company with a bill of sale which sells, transfers and delivers unto the Company and its successors and assigns, all Equipment which were acquired and installed and/or are to be acquired and installed by the Company as agent for the Agency pursuant to this Agent Agreement which Equipment is located or intended to be located within and used exclusively in furtherance of the operations of the Facility.

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[Signature Page to Agent and Financial Assistance and Project Agreement]

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

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: [redacted]
Name: David J. Zembiec
Title: Chief Executive Officer

ROTH INDUSTRIES INC.

By: _____
Name: Joseph Brown
Title: President

[Signature Page to Agent and Financial Assistance and Project Agreement]

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

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: David J. Zembiec
Title: Chief Executive Officer

ROTH INDUSTRIES INC.

By: [redacted]
Name: Joseph Brown
Title: President

SCHEDULE A

LIST OF APPOINTED AGENTS[1]

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

[1] FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

SCHEDULE B

MANDATORY AGENT AND SUBAGENT CONTRACT LANGUAGE

"This contract is being entered into by **ROTH INDUSTRIES INC. (the "Applicant")** (**OR, NAME OF SUBAGENT: _____**] (the "Agent"), as agent for and on behalf of the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), in connection with a certain project consisting of (i) the acquisition or retention by the Agency of a leasehold interest or other interest in all or a portion of the Land; (ii) the planning, design, construction and operation of (A) an approximately 6,700 square foot addition to house a certain blow molding machine and related equipment and (B) a 10,000 square foot storage warehouse facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and the Improvements by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together 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"). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Facility and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption information letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent and Financial Assistance and Project Agreement by and between Roth Industries Inc., and the Agency, dated as of March 15, 2021. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth is this paragraph."

EXHIBIT A

NYS FORM ST-60 TO BE COMPLETED BY THE COMPANY AND FILED WITH NYS IDA UNIT FOR EACH OF ITS SUBAGENTS WITHIN THIRTY (30) DAYS OF APPOINTMENT

[Attached Next Page]

NEW YORK STATE

Department of Taxation and Finance

IDA Appointment of Project Operator or Agent
For Sales Tax Purposes

ST-60
(1/18)

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

For IDA use only

IDA information

Name of IDA			IDA project number (use OSC numbering system for projects after 1998)
Jefferson County Industrial Development Agency			2201-21-01A
Street address			Telephone number
800 Starbuck Avenue, Suite 800			(800) 553-4111
City	State	ZIP code	Email address *(optional)*
Watertown	NY	13601	

Project operator or agent information

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

Project information

Name of project			
Roth Industries Inc. - 2021 Project			
Street address of project site			
268 Bellew Avenue South			
City	State	ZIP code	Email address (optional)
Watertown	NY	13601	

Purpose of project

(i) the acquisition or retention by the Agency of a leasehold interest or other interest in all or a portion of the Land; (ii) the planning, design, construction and operation of (A) an approximately 6,700 square foot addition to house a certain blow molding machine and related equipment and (B) a 10,000 square foot storage warehouse facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and the Improvements by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together 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")

Description of goods and services intended to be exempted from New York State and local sales and use taxes		
Date project operator or agent appointed *(mmddyy)*	Date project operator or agent status ends *(mmddyy)* 043022	Mark an **X** in the box if this is an extension to an original project: ☐
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 784,000.00	Estimated value of New York State and local sales and use tax exemption provided: 62,720.00	

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

Print name of officer or employee signing on behalf of the IDA	Print title	
David J. Zembiec	Chief Executive Officer	
Signature	Date	Telephone number (800) 553-4111

Instructions

When to file

An IDA must file this form within 30 days of the date they appoint any project operator or other person as agent of the IDA, for purposes of extending any sales and use tax exemptions.

Requirements to file

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA should not file this form if they do not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, they must, within 30 days of the change, file a new form with the new information.

If the information on this form changes

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA, within 30 days, must send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. They must attach to the letter a copy of the form it originally filed. The IDA should not send a letter for a form that is not valid merely because the *Completion date of project* has passed.

Mailing instructions

Mail completed form to:

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

Private delivery services – See Publication 55, *Designated Private Delivery Services*.

Privacy notification

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

Need help?



Visit our website at ***www.tax.ny.gov***

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

Telephone assistance

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

EXHIBIT B

NYS FORM ST-123 TO BE COMPLETED BY THE COMPANY AND FILED WITH NYS IDA UNIT FOR EACH OF ITS SUBAGENTS

[Attached Next Page]

New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123
(7/14)

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

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

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

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

Project information

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

Name of IDA		
Jefferson County Industrial Development Agency		
Name of project	IDA project number *(use OSC number)*	
Roth Industries Inc. - 2021 Project	2201-21-01A	
Street address of project site		
268 Bellew Avenue		
City, town, or village	State	ZIP code
Watertown	NY	13601
Enter the date that you were appointed agent or project operator *(mm/dd/yy)* ..... / /	Enter the date that agent or project operator status ends *(mm/dd/yy)* ..... 04 / 30 / 22	

Exempt purchases

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

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

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

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

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

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

Instructions

To the purchaser

You may use Form ST-123 if you:

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

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

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

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

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

Example 1: *IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.*

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

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

Exempt purchases

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

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

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

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

Misuse of this certificate

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

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

To the seller

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

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

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

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

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

Privacy notification

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

Need help?

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

Sales Tax Information Center: (518) 485-2889

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

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

EXHIBIT C

NYS FORM ST-340

[Attached Next Page]

NEW YORK STATE

Department of Taxation and Finance

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

ST-340
(1/18)

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

Project information

Name of IDA agent/project operator		Employer identification number (EIN)
Street address		Telephone number ( )
City	State	ZIP code

Name of IDA	Name of project	IDA project number
Jefferson County Industrial Development Agency	Roth Industries Inc. - 2021 Project	2201-21-01A

Street address of project site		
268 Bellew Avenue		
City	State	ZIP code
Watertown	NY	13601

Date project began	Completion date of project	
	Actual ☐	Expected ☐

Total sales and use tax exemptions (actual tax savings; **not** total purchases)	$

Representative information *(not required)*

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

Certification

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

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

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

Mail completed report to:

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

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

Instructions

General information

Who must file

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

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

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

What you must report

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

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

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

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

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

When the report is due

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

Project information

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

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

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

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

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

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

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

Representative information

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

Certification

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

Mail completed report to:

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

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

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Telephone assistance

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EXHIBIT D

RESERVED

EXHIBIT E

FORM OF ANNUAL EMPLOYMENT AND
FINANCIAL ASSISTANCE CERTIFICATION LETTER

Company name and address:
Project Name:

Job Information

Current number of full time equivalent employees ("FTE") retained at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

Category	**FTE**	**Average Salary and Fringe Benefits or Ranges**
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

Current number of full time equivalent employees ("FTE") created at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

Category	**FTE**	**Average Salary and Fringe Benefits or Ranges**
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

A copy of the NYS-45 form for the project location is required to be submitted with this report. If the NYS-45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created, an internal payroll report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Financing Information

Has the Agency provided project financing assistance (generally through issuance of a bond or note) Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note as of December 31 _____
- Outstanding principal balance of such bond or note as of December 31 _____

Final maturity date of the bond or note _____

Sales Tax Abatement Information

Did your Company or any appointed subagents receive Sales Tax Abatement for your Project during the prior year? Yes No

If so, please provide the amount of sales tax savings received by the Company and all appointed subagents _____

(Attach copies of all ST-340 sales tax reports that were submitted to New York State by the Company and all subagents for the reporting period. Please also attached all ST-60's filed for subagents for the reporting period)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during the prior year? Yes No

(note this would only be applicable to the year that a mortgage was placed upon the Project, so if the Agency did not close a mortgage with you during the reporting period, the answer should be no)

The amount of the mortgage recording tax that was exempted during the reporting period:

_____

PILOT INFORMATION:

County Real Property Tax without PILOT $_____
City/Town Property Tax without PILOT $_____
School Property Tax without PILOT $_____
TOTAL PROPERTY TAXES WITHOUT PILOT $_____

Total PILOT Payments made for reporting period: $_____

Whether paid separately or lump sum to Agency for distribution, please provide break down of allocation of PILOT Payment to individual taxing jurisdictions:

County PILOT $_____
City/Town PILOT $_____

Village PILOT $_____
School PILOT $_____
TOTAL PILOTS $_____

Net Exemptions $_____
(subtract Total PILOTS from TOTAL property taxes without PILOT)

I certify that to the best of my knowledge and belief all of the information on this form is correct. I further certify that the salary and fringe benefit averages or ranges for the categories of jobs retained and the jobs created that was provided in the Application for Financial Assistance is still accurate and if not, I hereby attach a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: _____
Name: _____
Title: _____
(authorized company representative)

Date: _____

FIRST AMENDMENT TO AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

THIS FIRST AMENDMENT TO AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (hereinafter, this "Amendment"), made as of the 30th day of November, 2021, 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 **ROTH INDUSTRIES INC.**, a Delaware corporation having offices at 268 Bellew Avenue, Watertown, New York 13601 (the "Company").

W I T N E S S E T H:

WHEREAS, the Agency and Company previously entered into a certain Agent and Financial Assistance and Project Agreement, dated as of March 15, 2021 (the "Agent Agreement") in connection with a certain Project (as defined within the Agent Agreement); and

WHEREAS, the Agency and Company have entered into a certain Payment-in-Lieu-of-Tax Agreement, dated as of the date hereof and relating to the Project (the "PILOT Agreement", a copy of which is attached hereto), the Agency and Company desire to amend the Agent Agreement for the purposes of incorporating the PILOT Agreement as a component thereof and Exhibit thereto.

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:

1. Section 2(j) of the Agent Agreement is hereby 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 **$784,000.00**, 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 **$62,720.00**, (ii) confirms that the mortgage recording tax exemption amount shall not exceed **$12,000.00**, and (iii) and 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 CBA and PILOT Agreement are attached hereto as **Exhibit D** (and if said PILOT Agreement is entered into after the date hereof, upon execution by the Agency and Company it shall be deemed and will be automatically become a component hereof).

2. The Agent Agreement is hereby amended to incorporate the PILOT Agreement and related Cost Benefit Analysis as a component thereof and as **Exhibit D**, thereto.

3. All other provisions of the Agent Agreement shall remain unchanged and in full force and effect in accordance with the terms thereof.

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

(Remainder of page intentionally left blank)

[Signature Page to First Amendment to Agent and Financial Assistance and Project Agreement]

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

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: [redacted]
Name: David J. Zembiec
Title: Chief Executive Officer

ROTH INDUSTRIES INC.

By: _____
Name: Joseph Brown
Title: President

[Signature Page to First Amendment to Agent and Financial Assistance and Project Agreement]

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

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: David J. Zembiec
Title: Chief Executive Officer

ROTH INDUSTRIES INC.

By: [redacted]
Name: Joseph Brown
Title: President

EXHIBIT D

PILOT Agreement and CBA

ROTH EXPANSION PILOT PROFORMAS - UTEP

1/28/2021

Estimated Assessed Value			$1,000,000
Enter		Rates	
Tax Rates / M			27.716745
County	2020	8.007964	
City	2020	8.945	
School	2020	10.76378	

		40% Taxable	8% Tax
Construction 16.700 Sq Ft.	1,960,000	784,000	62,720
Manufacturing Equip.	3,840,000		
Soft Costs	200,000		
Total Project	6,000,000		
JCIDA Fee 2%	120,000		

This is an estimated 6000 sq. ft expansion for addition of another blow molding machine plus an additional 10,000 sq. ft. warehouse addition(total addition 16,000 sq. ft. The 2016 expansion was 22,000 sq, ft. which was assessed $928,000, I am estimating the new assessment will increase to $1,000,000.

It appears that the $2,000,000 project will be all construction; assumes equipment will be leased at $3,840,000.
At 40% taxable, the sales tax savings amount to $64,000 + $207,876 fifteen year tax savings fo a total of $271,876.
JCIDA fee $120,000 plus legal.

	County	Exempt	Pay	County Net	Town	City Net	School	School Net	Total Total
Year 1	8,008	100%	0%	0	8,945	0	10,764	0	0
Year 2	8,008	100%	0%	0	8,945	0	10,764	0	0
Year 3	8,008	100%	0%	0	8,945	0	10,764	0	0
Year 4	8,008	100%	0%	0	8,945	0	10,764	0	0
Year 5	8,008	100%	0%	0	8,945	0	10,764	0	0
Year 6	8,008	50%	50%	4,004	8,945	4,473	10,764	5,382	13,858
Year 7	8,008	50%	50%	4,004	8,945	4,473	10,764	5,382	13,858
Year 8	8,008	50%	50%	4,004	8,945	4,473	10,764	5,382	13,858
Year 9	8,008	50%	50%	4,004	8,945	4,473	10,764	5,382	13,858
Year 10	8,008	50%	50%	4,004	8,945	4,473	10,764	5,382	13,858
Year 11	8,008	0%	100%	8,008	8,945	8,945	10,764	10,764	27,717
Year 12	8,008	0%	100%	8,008	8,945	8,945	10,764	10,764	27,717
Year 13	8,008	0%	100%	8,008	8,945	8,945	10,764	10,764	27,717
Year 14	8,008	0%	100%	8,008	8,945	8,945	10,764	10,764	27,717
Year 15	8,008	0%	100%	8,008	8,945	8,945	10,764	10,764	27,717
Total	120,119	750%	750%	60,060	134,175	67,088	161,457	80,728	207,876

Full Taxation	415,751
PILOT Payments	207,876
% Paid	50%
Savings	207,876

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ROTH INDUSTRIES INC.

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

Roth Industries Inc. – 2021 Project

Address and Tax Map Numbers:
268 Bellew Avenue South, City of Watertown, Jefferson County, New York
TMID Nos.: 9-43-105.000 and 9-43-105.000-700, as shall be merged

Dated as of November 30, 2021

Affected Tax Jurisdictions:
Jefferson County
City of Watertown
Watertown City School District

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of the 30th day of November, 2021, is 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 **ROTH INDUSTRIES INC.**, a Delaware business corporation having offices at 268 Bellew Avenue, Watertown, New York 13601 (the "Company").

W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 369 of the Laws of 1971 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Agency previously undertook a certain project (the "2005 Project") for the benefit of the Company consisting of (i) the acquisition of fee title to an approximately 9 acre parcel of real property located at 268 Bellew Avenue South, Watertown, New York (the "Land", being more particularly identified as Tax Parcel No. 9-43-105.000) and the existing improvements located thereon comprised of approximately 20,000 square feet of space (the "2005 Existing Improvements"), (ii) the planning, design, engineering and construction of an approximately 10,000 square foot addition to the 2005 Existing Improvements to house additional manufacturing space to be operated by the Company (the "2005 Improvements"); (iii) the acquisition and installation in and around the Land, 2005 Existing Improvements and the 2005 Improvements of certain machinery, equipment and other items of tangible personal property (the "2005 Equipment"; and, together with the Land, 2005 Existing Improvements and the 2005 Improvements, the "2005 Facility"); and

WHEREAS, pursuant to and in accordance with a certain Project Authorizing Resolution adopted by the Agency on June 2, 2016 (the "2016 Project Authorizing Resolution"), the Agency previously undertook certain project (the "2016 Project") for the benefit of the Company consisting of (i) the planning, design and construction of an approximately 27,500 square foot addition to the 2005 Facility (the "2016 Improvements") located on the Land for expanded manufacturing and warehousing operations by the Company; (ii) the acquisition and installation in and around the 2005 Facility and 2016 Improvements of certain machinery, equipment and other items of tangible personal property (the "2016 Equipment"; and, together with portions of the Land and the 2016 Improvements, the "2016 Facility"); and (iii) the undertaking of a straight-lease transaction in accordance with the Act whereby the Agency and Company entered into certain project documents (the "2016 Project Documents", each dated November 18, 2016, including (a) a Lease to Agency (the "2016 Company Lease"), (b) a Lease Agreement (the "2016 Lease Agreement"), (c) a Payment-in-lieu-of-Tax Agreement (the "2016 PILOT Agreement"), and (d) related documents, all relating to a certain defined portion of the Land, which has been identified as Tax Parcel No. 9-43-105.700, and hereinafter the "2016 Facility Land"); and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition or retention by the Agency of a leasehold interest or other interest in all or a portion of the Land, the 2005 Facility and 2016 Facility; (ii) the planning, design, construction and operation of (A) an approximately 6,700 square foot addition to house a certain blow molding machine and related equipment and (B) a 10,000 square foot storage warehouse facility (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and the Improvements by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment; and, together with the Land and the Improvements, the "2021 Facility", and together with the 2005 Facility and 2016 Facility, collectively, 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 order to induce the Company to develop the Facility, the Agency is willing to retain a leasehold interest in the 2005 Facility and 2016 Facility and Facility pursuant to a certain Amended and Restated Lease Agreement (the "Lease Agreement") and lease its interests back to the Company pursuant to the terms and conditions of a certain Amended and Restated Leaseback Agreement dated the date hereof (the "Leaseback Agreement"); and

WHEREAS, in connection with the expiration and termination of documents and agreements relating to the 2005 Project, the Agency has delivered a certain Quitclaim Deed to the Company, dated as of the date hereof (the "Agency Deed"), whereby the Agency has transferred fee title to the Land and all improvements located thereon to the Company, subject to the continuing leasehold interests of the Agency held pursuant to the Lease Agreement; and

WHEREAS, in furtherance of the foregoing, the Agency and Company desire to fully amend and restate the 2016 PILOT Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements.

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:

Section 1 – Amendment and Restatement of 2016 PILOT Agreement; Prior Exemption Application and Continuation of Exempt Status; Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. The Agency and Company hereby acknowledge and agree that the 2016 PILOT Agreement is hereby amended and restated pursuant to the terms of this Agreement. The parties acknowledge and agree that the Agency has had continuing fee and leasehold

interests in the Land, the 2005 Facility and 2016 Facility without interruption, and that pursuant to the Agency Deed and Lease Agreement, the Agency continues to hold an uninterrupted leasehold interest in the Land, 2005 Facility and 2016 Facility (being comprised of TMID Nos.: 9-43-105.000 and 9-43-105.700, as shall be merged). Subject to the completion and filing by the taxable status date **December 1, 2021** (the "Taxable Status Date") of an Amended New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Land, 2005 Facility and 2016 Facility, along with the Facility (being comprised of TMID Nos.: 9-43-105.000 and 9-43-105.000-700, as shall be merged) shall continue to be and the 2021 Facility shall be exempt from Real Estate Taxes during the term hereof and the Leaseback Agreement. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the City, County and School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is owned by or leased to the Agency or under its jurisdiction, control or supervision, and (ii) the Leaseback Agreement is in full force and effect, the Company agrees to pay annually to the Agency as a payment in lieu of taxes, on or before **February 1** of each calendar year for County taxes, on or before **July 1** of each calendar year for City taxes, and on or before **October 1** of each calendar year for School taxes (collectively, the "Payment Date") an amount equal to the Total PILOT payment, as described on Schedules A-1 and A-2 attached hereto.

The parties agree and acknowledge that payments made hereunder (as more fully set forth within Schedules A-1 and A-2 hereto) are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder (if any) within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes

would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and City purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the budget and/or school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits; Interim Real Estate Taxes. A. 2016 Facility. With respect to the 2016 Facility, the tax benefits provided for herein should be deemed to include (i) the 2018-2019 City and School tax years through the 2031-2032 City and School tax years, and (ii) the 2019 County tax year through the 2032 County tax year. As reflected in Schedule A-1, hereto, the real property tax abatements associated with the 2016 Facility shall expire on **December 31, 2032**, and the Company shall pay full tax equivalents for same starting with the 2032-2033 City and School fiscal years and the 2033 County fiscal year. In no event shall the Company be entitled to receive tax benefits relative to the 2016 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 2016 Facility 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.

B. The 2021 Facility. With respect to the 2021 Facility, the tax benefits provided for herein should be deemed to include (i) the 2022-2023 City and School tax years through the 2031-2032 City and School tax years, and (ii) the 2023 County tax year through the 2032 County tax year. This Agreement shall expire on **December 31, 2032**; *provided, however*, the Company shall pay the 2032-2033 City and School tax bills and the 2033 County tax bill on the dates and 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 which could provide benefits for more than the period 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 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.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of 2016 Facility and/or the Facility. In the event that the Facility is transferred from the Agency to the Company (the Leaseback Agreement is terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Base Valuation, 2016 Valuation or 2021 Valuation (as defined within Schedule A-1 or Schedule A-2, as applicable) associated with the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 Subject to the restrictions associated with Section 4.1, above, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the

Company is obligated to make a payment pursuant to this Agreement and relating to the Base Valuation, 2016 Valuation or 2021 Valuation, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 7.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 7 - Assignment. No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section 8 - Miscellaneous.

8.1 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.

8.2 All notices, 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, 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 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Roth Industries Inc.
268 Bellew Avenue
Watertown, New York 13601
Attn: Joseph Brown, President

With a Copy to: Germain & Germain
314 East Fayette Street
Syracuse, New York 13202
Attn: Robert Germain, 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.

8.3 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 Jefferson County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and

other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[Signature page to Amended and Restated PILOT Agreement]

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

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: David J. Zembiec
Title: Chief Executive Officer

ROTH INDUSTRIES INC.

By: _____
Name: Joseph Brown
Title: President

SCHEDULE A-1

The "Total PILOT Payment" payable under this PILOT Agreement shall be calculated by adding the Total PILOT Payments payable as set forth within this Schedule A-1, **plus** the Total PILOT Payment payable pursuant to Schedule A-2, hereto.

The "Base Valuation", as defined hereunder, shall be shall be $1,794,300.00, which represents the assessed valuation of the 2005 Facility as of the date hereof, or such other amount as assigned by the assessor during the term hereof.

The "2016 Valuation", as defined hereunder, shall be frozen at $928,100.00, which represents the assessed valuation of the 2016 Facility as of the date hereof, or such other amount as assigned by the assessor during the term hereof.

The Total PILOT Payment for this Schedule A-1 (2016 Facility) shall be calculated as follows:

PILOT Year	County Tax Year	City/School Tax Year	Total Taxable Valuation
Year 1	2018	2017-18	Interim
Year 2	2019	2018-19	2005 Facility PILOT, plus (2016 Valuation x .25)
Year 3	2020	2019-20	2005 Facility PILOT, plus (2016 Valuation x .25)
Year 4	2021	2020-21	2005 Facility PILOT, plus (2016 Valuation x .25)
Year 5	2022	2021-22	Base Valuation, plus (2016 Valuation x .25)
Year 6	2023	2022-23	Base Valuation, plus (2016 Valuation x .50)
Year 7	2024	2023-24	Base Valuation, plus (2016 Valuation x .50)
Year 8	2025	2024-25	Base Valuation, plus (2016 Valuation x .50)
Year 9	2026	2025-26	Base Valuation, plus (2016 Valuation x .50)
Year 10	2027	2026-27	Base Valuation, plus (2016 Valuation x .50)
Year 11	2028	2027-28	Base Valuation, plus (2016 Valuation x .75)
Year 12	2029	2028-29	Base Valuation, plus (2016 Valuation x .75)
Year 13	2030	2029-30	Base Valuation, plus (2016 Valuation x .75)
Year 14	2031	2030-31	Base Valuation, plus (2016 Valuation x .75)
Year 15	2032	2031-32	Base Valuation, plus (2016 Valuation x .75)

After the date hereof, the Total Taxable Valuation for each Total PILOT Payment shall be calculated by adding the Base Valuation and a portion of the 2016 Valuation such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the 2016 Improvements made to the 2016 Facility by the Company, as an Agent of the Agency, for the 2016 Project (the "2016 Valuation"). The abatement schedule shall allow for a 75% exemption from taxation for the 2016 Valuation in PILOT Years 1 through 5, a 50% exemption from taxation for the 2016 Valuation in PILOT Years 6-10, and a 25% exemption from taxation for the 2016 Valuation in PILOT Years 11-15. Once the Total Taxable Valuation is established per the above, the Total PILOT Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each affected tax jurisdiction.

Total Taxable Valuation = Base Valuation + (2016 Valuation x Abatement Factor)
Total PILOT Payment = Total Taxable Valuation x Tax Rate

SCHEDULE A-2

"Total PILOT Payment" for this Schedule A-2 (2021 Facility) shall be calculated as follows:

PILOT Year	County Tax Year	City/School Tax Year	Total Taxable Valuation
Year 1	2023	2022-23	Added Value x .00
Year 2	2024	2023-24	Added Value x .00
Year 3	2025	2024-25	Added Value x .00
Year 4	2026	2025-26	Added Value x .00
Year 5	2027	2026-27	Added Value x .00
Year 6	2028	2027-28	Added Value x .50
Year 7	2029	2028-29	Added Value x .50
Year 8	2030	2029-30	Added Value x .50
Year 9	2031	2030-31	Added Value x .50
Year 10	2032	2031-32	Added Value x .50

The Total Taxable Valuation for each Total PILOT Payment shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the 2021 Facility by the Company, as an Agent of the Agency, for the Project (the "2021 Valuation"). For the avoidance of doubt, the 2021 Valuation shall be all assessed value attributed to the Facility above the combined Base Valuation and 2016 Valuation (currently $2,722,400) on or after the December 1, 2021 Taxable Status Date.

The abatement schedule shall allow for a 100% exemption from taxation for the Added Value in PILOT Years 1 through 5 and a 50% exemption from taxation for the 2021 Valuation in PILOT Years 6-10. Once the Total Taxable Valuation is established using the Abatement Factor, the Total PILOT Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each affected tax jurisdiction. After December 31 of the tenth PILOT Year, the Facility shall be subject to full taxation by the affected taxing jurisdictions.

Total Taxable Valuation = 2021 Valuation x Abatement Factor
Total PILOT Payment = Total Taxable Valuation x Tax Rate

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT, by and among **Roth Industries, Inc.** a Rhode Island corporation duly organized and existing under the laws of the State of Delaware (**"Company"**) and **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an Industrial Development Agency and a Public Benefit Corporation of the State of New York ("**Agency**").

W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 369 of the Laws of 1971 of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the **"Act"**); and

WHEREAS, the Agency has agreed to (1) acquire a parcel of land containing approximately 9 acres located at 268 Bellew Avenue in the City of Watertown, Jefferson County New York (the "Land") together with an existing building located thereon containing approximately 20,000 square feet (the "Existing Facility"), (2) the construction on the Land of a new addition to the Existing Facility containing approximately 10,000 square feet of space (the "Addition") (the Existing Facility and the Addition hereinafter collectively referred to as the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment be hereinafter collectively referred to as the "Project Facility") and

WHEREAS, the Agency has agreed to sell the Project Facility to the Company pursuant to an Installment Sale Agreement executed and entered into of even date herewith (the " **Installment Sale Agreement**") by and between Agency and the Company; and

WHEREAS, pursuant to Section 874 (1) of the Act, and Section 412(a) of the Real Property Tax Law of the State of New York, the Agency is exempt from the payment of taxes and assessments imposed upon real property and improvements owned by it other than special ad valorem levies, special assessments and service charges against real property located in Jefferson County which are or may be imposed for special improvements or special district improvements; and

WHEREAS, Agency and the Company deem it necessary and proper to enter into this agreement for the benefit of the Taxing Jurisdictions (as hereinafter defined) making provision for payments in lieu of taxes by the Company to the Agency, for the benefit of the respective Taxing Jurisdictions within which the Facility is or is to be located ("Taxing Jurisdictions" means, individually and collectively, Jefferson County, City of Watertown and Watertown City School District);

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) Commencing with the tax year beginning on the next taxable status date and for the periods set forth below or until the earlier termination of the Installment Sale Agreement, the Company agrees to pay in lieu of all real estate, tangible personal property, inventory and/or other similar taxes and assessments (in addition to paying all special ad valorem levies, special assessments and service charges which are or may be imposed for special improvements or special district improvements) which would be levied upon the Project Facility during such tax years if the Facility were owned by the Company and not by the Agency, the amounts determined according to the following formula:

PILOT = AV x ATR x PR

WHERE

PILOT = Amount of payment in lieu of taxes due to the Taxing Jurisdictions for the applicable tax year.

AV = Assessed Value of the Project Facility.

ATR = Actual Tax Rate for the respective Taxing Jurisdictions for the applicable year.

PR = Payment Ratio as set forth in Table I for the applicable tax year.

TABLE I

TAX YEARS	PAYMENT RATIO
1 through 5	0.25
6 through 10	0.50
11 through 15	0.75
and thereafter	1.00

(b) Special district and/or special improvement charges, unless otherwise exempt, if any, are to be paid in full in accordance with normal billing practices.

(c) The Company shall pay, or cause to be paid the amounts set forth in Paragraph 1(a) hereof within the grace period, without penalty, applicable to taxes, assessments, special ad valorem levies, special service charges or similar tax equivalents, as the case may be, on similar property subject to taxation by the Taxing Jurisdictions during such respective tax years, subject to any late payment penalties pursuant to §874 of the Act if not made within the grace period. Any failure on the part of the Company to timely make any payments pursuant to this Agreement within ten (10) days following written notice from the Agency shall be an event of default (**"Event of Default"**) under this Agreement and under the Installment Sale Agreement. Upon such Event of Default, the Agency shall have any and/or all of the Remedies on Default set forth in the Installment Sale Agreement. Further, upon such Event of Default, the Payments In Lieu of Tax due under this Agreement shall, upon thirty (30) days written notice from the Agency to the Company, immediately bear a Payment Ratio of 1 as such term is defined in the PILOT in Paragraph 1(a) of this Agreement until such Event of Default shall be cured by the Company.

(d) The assessed value of the Project Facility shall be the value as finally determined on the Assessment Roll of the Taxing Jurisdiction for the applicable year.

2. In the event that the Project Facility is transferred from the Agency to the Company, the Facility shall be immediately subject to taxation pursuant to Sections 302 and 520 of the

New York Real Property Tax Law, as amended. However, in no event shall Company be required to pay both a PILOT and real property, tangible personal property, inventory and/or similar taxes for a concurrent tax year or portion thereof. Therefore, should the Facility be conveyed to the Company and thus become taxable pursuant to New York RPTL §520, the Taxing Jurisdictions agree that any payments payable under this Agreement as Payments in Lieu of Taxes shall be reduced by the amount of any taxes which are required to be paid under RPTL §520 for any such concurrent tax year or portion thereof, and should such Payment-in-Lieu-of-Taxes already have been made, the Taxing Jurisdictions shall refund any such amounts owing to Company.

3. To the extent the Project Facility or any part thereof is declared to be subject to taxation or assessments by an amendment to the Act, other legislative change, or by a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

4. Any notice required to be given under this Agreement shall be deemed to have been duly given when delivered and, if delivered by mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

Agency:	Jefferson County Industrial Development Agency Attention: Executive Director 800 Starbuck Avenue, Suite 800 Watertown, New York 13601
The Company:	Roth Industries, Inc. Attention: Jochen Drewniok President 77 Circuit Drive, North Kingstown, RI 02852-7435

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

7. The Company agrees to hold the Agency harmless from and against any liability arising from or any expense incurred under this Agreement, including any expense of the Agency in enforcing the terms and provisions hereof, except for any claims or liabilities arising out of the acts or omissions of the Agency.

8. This Agreement may not be assigned by the Company without the consent of the Agency which consent shall not be unreasonably withheld.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes and all of which shall constitute collectively a single agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement on the date set forth before the signature of its respective representative.

Dated:

Roth Industries, Inc.

By: [redacted]
Jochen Drewniok, President

Dated:

Jefferson County Industrial Development Agency

By: [redacted]
James P. Fayle, Assistant Secretary

STATE OF NEW YORK)
)SS:
COUNTY OF JEFFERSON)

On the 15 day of December in the year 2005 before me, the undersigned, a notary public in and for said state, personally appeared JAMES P. FAYLE personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[redacted]
Notary Public LISA J. BROWN
NOTARY PUBLIC, State of New York
No. [redacted]
Qualified in Clinton County
Commission Expires Nov. 25, 2006

STATE OF ~~RHODE ISLAND~~ New York)
)SS:
COUNTY OF Albany)

On the 21st day of December in the year 2005 before me, the undersigned, a notary public in and for said state, personally appeared JOCHEN DREWNIOK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[redacted]
Notary Public

PAMELLA WEISBERG
Notary Public, State of New York
No. [redacted]
Qualified in Rensselaer County
Commission Expires October 31, 2006

LEGAL DESCRIPTION PARCEL I:

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

BEGINNING at a ¾" iron pipe found in the southwesterly street margin of Bellew Avenue South, said iron pipe also being the southeast corner of the parcel of land conveyed by Jefferson County Industrial Development Agency to Alteri Bakery, Inc. by deed recorded in the Jefferson County Clerk's Office in Liber 1706 at Page 257, on November 24, 1999;

THENCE S. 29°–22'–53" E., along the southwesterly street margin of Bellew Avenue South, a distance of 411.54 feet to a point;

THENCE generally southerly, along the southwesterly street margin of Bellew Avenue South and along a curve to the right at a radius of 539.96 feet, a distance of 215.05 feet to a point, said point being situate a direct tie of S. 17°–58'–17" E., 213.64 feet from the last mentioned point;

THENCE S. 47°–55'–14" W., along the cutback line between the southwesterly street margin of Bellew Avenue South and the northerly street margin of Rail Drive a distance of 26.62 feet to a point;

THENCE N. 87°–04'–46" W., along the northerly street margin of Rail Drive, a distance of 422.04 feet to a point;

THENCE N. 00°–01'–56" E., a distance of 230.32 feet to a point;

THENCE N. 22°–24'–44" W., a distance of 289.55 feet to a point in the southerly boundary line of the aforementioned Alteri Bakeri, Inc. parcel;

THENCE N. 78°–01'–38" E., a distance of 290.00 feet to the POINT OF BEGINNING.

CONTAINING 4.565 total acres of land, more or less.

Parcel II

Scheduled "A"

All that tract or parcel of land, situate in the City of Watertown, County of Jefferson and State of New York and being more particularly described as follows:

BEGINNING, at a ½" iron pipe found in the northeasterly street margin of Roundhouse Drive, said pipe being located a direct tie of S 08 degrees 31' 33" E 366.79 feet from the intersection of the northeasterly street margin of Roundhouse Drive with the cutback line connecting with the southeasterly street margin of Waterman Drive.

Thence N 72 degrees 37' 41" E a distance of 278.87 feet to a 5/8" rebar with cap found; thence N 69 degrees 15' 15" E a distance of 201.91 feet to a 5/8" rebar with cap found; thence S 22 degrees 24' 44" E a distance of 289.55 feet to a point; thence S 00 degrees 01' 56" W a distance of 230.32 feet to a point in the northerly street margin of Rail Drive;

Thence N 87 degrees 04' 46" W along the northerly street margin of Rail Drive a distance of 363.14 feet to a point at the intersection of the cutback line connecting Rail Drive with the northeasterly street margin of Roundhouse Drive.

Thence N 42 degrees 04' 46" W along the cutback line connecting the northerly street margin of Rail Drive with the northeasterly street margin of Roundhouse Drive a distance of 39.99 feet to point in the northeasterly street margin of Roundhouse Drive;

Thence generally northwesterly along the northeasterly street margin of Roundhouse Drive and along a curve to the left at a radius of 283.00 feet, a distance of 177.07 feet to a point, said point being situate a direct tie of N 24 degrees 24' 19" W., 174.20 feet from the last mentioned point;

Thence N 42 degrees 19' 48" W along the northeasterly street margin of Roundhouse Drive a distance of 91.12 feet to a point;

Thence generally northwesterly along the northeasterly street margin of Roundhouse Drive and being along a curve to the right at a radius of 217.00 feet a distance of 81.51 feet to the POINT OF BEGINNING said point being situate a direct tie of N 31 degrees 34' 11" W., 81.03 feet from the last mentioned point.

CONTAINING 4.298 acres of land, more or less.

SUBJECT TO a Sewer and Drainage Easement along the northerly property line of the above described 4.298 acre ± parcel and a Drainage Easement along the easterly property line of said parcel, as shown on a map titled "Subdivision Final Plat of a Portion of the Land of City of Watertown, City Center Industrial Park (CCIP), Bellew Avenue South, and Waterman Drive, City of Watertown, County of Jefferson, State of New York," dated November 15, 2000, prepared by GYMO, Architecture, Engineering & Land Surveying, P.C., Watertown, New York.

EXCEPTING AND RESERVING UNTO PARTY OF THE FIRST PART, City of Watertown, its successors and assigns forever, the right to construct, maintain, operate and replace a sanitary sewer over, upon in across, on and under the lands of the party of the second part; including the construction and permanent existence of an open drainage swale area along the northerly and easterly property lines of lands of the party of the second part, situate in the City of Watertown, County of Jefferson and State of New York, the conditions of which are more specifically hereinafter described as follows:

1. Party of the second part, its distributees, successors and assigns, shall not erect or build any structure over or upon the above described SEWER AND DRAINAGE EASEMENTS.

2. Party of the second part, shall not itself, nor shall its distributees, successors and assigns alter the landscaping within the hereinbefore described SEWER AND DRAINAGE EASEMENTS and it is also prohibited from planting trees, or shrubs etc. within the same area, so as not to impede the natural drainage flow within the swale area.

3. Party of the second part, its distributees, successors and assigns shall perpetually maintain said easement area by routine maintenance, (such as but not limited to mowing, weedwhacking, etc.). Also included as routine maintenance shall be not to allow any build up of any material that could possible impede the natural flow and drainage within said easement area; as determined by the City Engineer or his duly appointed representative.

SUBJECT TO any other rights or restrictions of record that may exist.

SUBJECT TO covenants and restrictions described in an Instrument titled City Center Industrial Park Declaration of Covenants and Restrictions dated January 8, 2004 and recorded in the Jefferson County Clerk's office under file number 2004-00000298.

IT BEING the intent to describe a portion of the parcel of land conveyed by The Owasco River Railway, Inc. to City of Watertown by deed recorded in the Jefferson County Clerk's office in Liber 1012 at Page 254, on February 7, 1986. Said parcel being a portion of City of Watertown Assessment No. 9-43-101 as shown on a map titled "Survey Map of a 4.298 Acre +/- Portion of the Land of - City of Watertown, County of Jefferson, State of New York," dated November 15, 2005 prepared by GYMO Architecture, Engineering & Land Surveying, P.C., Watertown New York.