
OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), is made as of March 8, 2022 (the "Effective Date") by and among **B & N REAL ESTATE HOLDINGS OF CNY, LLC**, a limited liability company organized and existing under the laws of the State of New York, having an office for the transaction of business located at 6303 Mustang Road, Baldwinsville, New York 13027 ("Assignor"), **CROSSROADS PARK 4616, LLC**, a limited liability corporation organized under the laws of the State of New York, having an office for the transaction of business located at 4616 Crossroads Park Drive, Liverpool, New York 13088 and **PDF LOGISTICS, INC.**, a corporation organized under the laws of the State of New York, having an office for the transaction of business located at 4616 Crossroads Park Drive, Liverpool, New York 13088 (collectively, "Assignee").

WITNESSETH:

WHEREAS, the Onondaga County Industrial Development Agency (the "Agency") has undertaken a project (the "Project") on behalf of J & K Duffy Holdings, LLC (the "Original Company") consisting of: (A) acquisition of and improvements to a 105,000 square foot building in the Town of Clay, Onondaga County, New York (the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real property taxes, transfer and mortgage recording taxes (the "Financial Assistance"); (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Original Company; and (D) assisting the Original Company in the financing of the Project; and

WHEREAS, in connection with the Project, the Agency and the Original Company entered into (A) a lease and leaseback agreement dated as of June 15, 2015 (the "Lease Agreement"); (B) a payment in lieu of taxes agreement dated as of February 25, 2016 (the "PILOT Agreement"); and (C) various certificates relating to the Project (the "Certificates" and collectively with the Lease Agreement and the PILOT Agreement, the "Assigned Documents"); and

WHEREAS, a Memorandum of the Lease Agreement was recorded in the Office of the Onondaga County Clerk on June 29, 2015 in Book 5329 of Deeds at Page 491; and

WHEREAS, the PILOT Agreement was filed with the Assessor's Office in the Town of Clay; and

WHEREAS, by resolution of the Agency duly adopted on August 14, 2018, the Agency approved the sale of the Project Facility to B & N Real Estate Holdings of CNY, LLC (the "Assignor"), which sale included the assignment to and the assumption by the Assignor of the Assigned Documents; and

WHEREAS, a Memorandum of Assignment of Lease and Leaseback and Assignment of PILOT Agreement dated as of October 17, 2018 was recorded in the Office of the Onondaga County Clerk on October 19, 2018 as Instrument Number 2018-00048055; and

WHEREAS, the Assignor has agreed to sell all of its right, title and interest in and to the Project Facility to Crossroads Park 4616, LLC (the "Real Estate Holding Company Assignee"); and

WHEREAS, the Real Estate Holding Company Assignee will own the Project Facility and PDF Logistics, Inc. (the "Operating Company Assignee" and, collectively with the Real Estate Holding Company Assignee, the "Assignee") will operate the current logistics and warehousing operation at the Project Facility; and

WHEREAS, by resolution of the Agency duly adopted on March 8, 2022, the Agency approved the sale of the Project Facility to the Real Estate Holding Company Assignee, and the assignment to and the assumption by the Real Estate Holding Company Assignee and the Operating Company Assignee, as applicable, of the Assigned Documents (collectively, the "Transaction"); and

WHEREAS, the parties hereto have agreed that, in connection with the Transaction, the Assignor will assign to the Real Estate Holding Company Assignee and the Real Estate Holding Company Assignee will assume from the Assignor the obligations of the Assignor under the Assigned Documents; and

WHEREAS, the parties hereto have agreed that, in connection with the Transaction, the Assignor will assign to the Operating Company Assignee and the Operating Company Assignee will assume from the Assignor the obligations of the Assignor under the PILOT Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Lease Agreement.

SECTION 2. ASSIGNMENT.

(A) Assignor hereby assigns to the Real Estate Holding Company Assignee and to the Operating Company Assignee with respect to the PILOT Agreement, their successors and assigns, all of its rights, title and interest, and delegates all of its obligations and liabilities, under the Assigned Documents.

(B) Notwithstanding any provisions of this Assignment to the contrary, the Real Estate Holding Company Assignee hereby agrees that, so long as it has any interest in the Project Facility, the Real Estate Holding Company Assignee will perform all of the covenants and obligations of Assignor to the Agency under the Assigned Documents arising on or after the date hereof, including but not limited to all past, present and future rights to defend and indemnify owed to the Agency under the Lease Agreement, as well as payments in lieu of taxes, expenses and other amounts owed to the Agency under the Assigned Documents. The obligations of the Real Estate Holding Company Assignee under this subsection extend to the Assigned Documents as each of said documents exists today, as well as any future amendments thereto consented to in writing by the Real Estate Holding Company Assignee.

(C) Notwithstanding any provisions of this Assignment to the contrary, the Operating Company Assignee hereby agrees that, so long as it has any interest in the Project Facility, the Operating Company Assignee will perform all of the covenants and obligations of Assignor to the Agency under the PILOT Agreement arising on or after the date hereof, including but not limited to all past, present and future rights to defend and indemnify owed to the Agency, as well as payments in lieu of taxes, expenses and other amounts owed to the Agency under the PILOT Agreement. The obligations of the Operating Company Assignee under this subsection extend to the PILOT Agreement as said document exists today, as well as any future amendments thereto consented to in writing by the Operating Company Assignee.

(D) The Real Estate Holding Company Assignee does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages, causes of action, expenses, losses, claims, obligation, debt, and in addition, any suspension, discontinuation, recapture, and/or termination of financial assistance, as well as reasonable attorneys' fees incurred by the Assignor, by reason of, or resulting from the foregoing, related to any claims by the Agency under the Assigned Documents based on the failure of the Real Estate Holding Company Assignee and/or the Assignor to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the Real Estate Holding Company Assignee and/or the Assignor under and by virtue of the Assigned Documents arising or accruing both prior to and on and after the date hereof.

(E) The Operating Company Assignee does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages, causes of action, expenses, losses, claims, obligation, debt, and in addition, any suspension, discontinuation, recapture, and/or termination of financial assistance, as well as reasonable attorneys' fees incurred by the Assignor, by reason of, or resulting from the foregoing, related to any claims by the Agency under the PILOT Agreement based on the failure of the Operating Company Assignee and/or the Assignor to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of

the Operating Company Assignee and/or the Assignor under and by virtue of the PILOT Agreement arising or accruing both prior to and on and after the date hereof.

SECTION 3. ASSUMPTION.

(A) The Real Estate Holding Company Assignee hereby assumes and will pay, or cause to be paid, all payments or sums now or hereafter owing by Assignor to the Agency under the Assigned Documents.

(B) The Operating Company Assignee hereby assumes and will pay, or cause to be paid, all payments or sums now or hereafter owing by Assignor to the Agency under the PILOT Agreement.

(C) The Real Estate Holding Company Assignee hereby assumes and will perform and observe all covenants, agreements and other obligations to be performed or observed by the Assignor under the Assigned Documents.

(D) The Operating Assignee hereby assumes and will perform and observe all covenants, agreements and other obligations to be performed or observed by the Assignor under the PILOT Agreement.

SECTION 4. ASSIGNOR REPRESENTATIONS. The Assignor hereby represents and warrants as follows:

(A) The Assignor (i) has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of New York, (ii) is authorized to do business in the State of New York with full legal power and authority to own its property, conduct its business and execute, deliver and perform its obligations under this Assignment and Assumption Agreement and (iii) has taken all actions and obtained all approvals required in connection therewith.

(B) The Assignor has taken no action that would cause the Project Facility to fail to continue to constitute a "project" under Article 18-A of the General Municipal Law (the "Act").

(C) The execution, delivery and performance of this Assignment has been duly authorized by all necessary action of the Assignor.

(D) The execution, delivery and performance of this Assignment, the consummation of the transactions herein contemplated and compliance with the provisions hereof by the Assignor do not and will not (i) violate the Assignor's articles of organization or operating agreement, (ii) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Assignor is a party or by which the Assignor may be bound or affected, or (iii) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Assignor or any of the property of the Assignor.

SECTION 5. REAL ESTATE HOLDING COMPANY ASSIGNEE REPRESENTATIONS.

The Real Estate Holding Company Assignee hereby represents and warrants as follows:

(A) The Real Estate Holding Company Assignee (i) has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of New York, (ii) is authorized to do business in the State of New York with full legal power and authority to own its property, conduct its business and execute, deliver and perform its obligations under this Assignment and the Assigned Documents and (iii) has taken all actions and obtained all approvals required in connection therewith.

(B) The Real Estate Holding Company Assignee received and reviewed all of the Assigned Documents and understands the obligations and responsibilities being assumed thereunder and has the ability to perform all such obligations and responsibilities.

(C) The Real Estate Holding Company Assignee shall take no action that would cause the Project Facility to fail to continue to constitute a "project" under the Act.

(D) The execution and delivery by the Real Estate Holding Company Assignee of this Assignment, the compliance with the provisions of this Assignment and the consummation of the transactions contemplated herein do not and will not conflict with or constitute on the part of the Real Estate Holding Company Assignee a breach of or default under the Real Estate Holding Company Assignee's articles of organization or operating agreement or any indenture, mortgage, deed of trust, bank loan or other credit agreement or other agreement or instrument to which the Real Estate Holding Company Assignee is a party or by which it or any of its Property may be bound or affected for which a valid consent has not been secured; nor is any approval or any action by any Governmental Authority or agency required in connection with the execution, delivery or performance hereof by the Real Estate Holding Company Assignee other than such approvals or actions by any Governmental Authority or agency already received or taken as of the date hereof.

(E) Assuming the valid authorization, execution and delivery of this agreement by all other parties hereto, the Assigned Documents will be the legal, valid and binding obligations of the Real Estate Holding Company Assignee, enforceable against the Real Estate Holding Company Assignee in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity.

SECTION 6. OPERATING COMPANY ASSIGNEE REPRESENTATIONS. The Operating Company Assignee hereby represents and warrants as follows:

(A) The Operating Company Assignee (i) has been duly formed, is validly existing and is in good standing as a corporation under the laws of the State of New York, (ii) is authorized to do business in the State of New York with full legal power and authority to own its property, conduct its business and execute, deliver and perform its obligations under this Assignment and the PILOT Agreement and (iii) has taken all actions and obtained all approvals required in connection therewith.

(B) The Operating Company Assignee received and reviewed PILOT Agreement and understands the obligations and responsibilities being assumed thereunder and has the ability to perform all such obligations and responsibilities.

(C) The Operating Company Assignee shall take no action that would cause the Project Facility to fail to continue to constitute a "project" under the Act.

(D) The execution and delivery by the Operating Company Assignee of this Assignment, the compliance with the provisions of this Assignment and the consummation of the transactions contemplated herein do not and will not conflict with or constitute on the part of the Assignee a breach of or default under the Assignee's certificate of incorporation or bylaws or any indenture, mortgage, deed of trust, bank loan or other credit agreement or other agreement or instrument to which the Operating Company Assignee is a party or by which it or any of its Property may be bound or affected for which a valid consent has not been secured; nor is any approval or any action by any Governmental Authority or agency required in connection with the execution, delivery or performance hereof by the Operating Company Assignee other than such approvals or actions by any Governmental Authority or agency already received or taken as of the date hereof.

(E) Assuming the valid authorization, execution and delivery of this agreement by all other parties hereto, the PILOT Assignment will be the legal, valid and binding obligations of the Operating Company Assignee, enforceable against the Operating Company Assignee in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity.

SECTION 7. NO DEFAULTS.

(A) The Assignor hereby represents and warrants to the Agency and the Assignee that as of the date of this Assignment there exists no event of default under the Assigned Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Assigned Documents.

(B) The Real Estate Holding Company Assignee hereby represents and warrants to the Agency that, immediately after giving effect to this Assignment, there exists no event of default under any of the Assigned Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Assigned Documents.

(C) The Operating Company Assignee hereby represents and warrants to the Agency that, immediately after giving effect to this Assignment, there exists no event of default under any of the PILOT Agreement and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the PILOT Agreement.

SECTION 8. NOTICES. On and after the date hereof, all notices, demands and other instruments to be delivered pursuant to the Assigned Documents to the Assignor shall be

delivered to the Assignee at the address set forth below, or at such other address as the Assignee shall, in writing, provide to the Agency:

If to the Real Estate Holding Company Assignee:

Crossroads Park 4616, LLC
4616 Crossroads Park Drive
Liverpool, New York 13088
Attention: Pavel Dyachuk

Scolaro Fetter Grizanti & McGough, P.C.
507 Plum Street, Suite 300
Syracuse, New York 13204
Attention: Mark N. Levy, Esq.

If to the Operating Company Assignee:

PDF Logistics, Inc.
4616 Crossroads Park Drive
Liverpool, New York 13088
Attention: Pavel Dyachuk

Scolaro Fetter Grizanti & McGough, P.C.
507 Plum Street, Suite 300
Syracuse, New York 13204
Attention: Mark N. Levy, Esq.

SECTION 9. MISCELLANEOUS.

(A) This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns. The Agency shall be a third party beneficiary of this Assignment and Assumption Agreement.

(B) This Assignment shall not be amended or modified unless agreed to by all parties in writing.

(C) This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

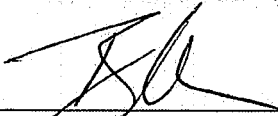
(D) This Assignment shall be governed by, and construed in accordance with, the law of the State.

(E) With respect to the PILOT Agreement, all obligations of the Real Estate Holding Company Assignee and Operating Company Assignee shall be joint and several obligations of Crossroads Park 4616, LLC and PDF Logistics, Inc.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:


B & N REAL ESTATE HOLDINGS OF CNY, LLC,
a New York limited liability company

By: 

Brian M. Aiello, Manager

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

On the 8th day of March in the year 2022 before me, the undersigned, a notary public in and for the State of New York, personally appeared Brian M. Aiello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STEPHEN G. ETOILL
Notary Public, State of New York
No. 02ET5024331
Qualified in Onondaga County
Commission Expires March 7, 2026

ASSIGNEE:

CROSSROADS PARK 4616, LLC,
a New York limited liability company

By: *Pavel Dyachuk*
Pavel Dyachuk, Manager

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

On the 8th day of March in the year 2022 before me, the undersigned, a notary public in and for the State of New York, personally appeared Pavel Dyachuk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mark Nathan Levy
Notary Public

MARK NATHAN LEVY
Notary Public, State of New York
No. 02LE6246588
Qualified in Onondaga County
My Commission Expires August 15, 2023

Signature Page to Omnibus Assignment and Assumption Agreement
Page 2 of 3

ASSIGNEE:

PDF LOGISTICS, INC.,
a New York corporation

By: Pavel Dyachuk
Pavel Dyachuk, President

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

On the 8th day of March in the year 2022 before me, the undersigned, a notary public in and for the State of New York, personally appeared Pavel Dyachuk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mark Nathan Levy
Notary Public

Signature Page to Omnibus Assignment and Assumption Agreement
Page 3 of 3

MARK NATHAN LEVY
Notary Public, State of New York
No. 02LE6248568
Qualified in Onondaga County 23
My Commission Expires August 15, 2023

Exhibit A

Description of the Land

All that tract or parcel of land situate in the Town of Clay, County of Onondaga and State of New York, being part of Lot 88 in said Town and being known and designated as Lot No. 7A of Crossroads Park, Section No. 2 according to a map of said tract made by Alfred N. Januzi, Jr. and filed in the Onondaga County Clerk's Office October 11, 1995 as Map No. 8367 and being more particularly described as follows:

Beginning at a point in the northerly boundary of Crossroads Park Drive (southerly portion), said point being South 87° 26' 47" West, along said northerly boundary of Crossroads Park Drive a distance of 1,175.72 feet from the point of a curvature of a small curve at the intersection of said northerly boundary of Crossroads Park Drive with the westerly boundary of Henry Clay Boulevard (formerly Seventh North Street, C.R. No. 45); Thence running South 87° 26' 47" West, along said northerly boundary of Crossroads Park Drive (southerly portion) a distance of 423.50 feet to a point therein;

Thence, North 02° 33' 13" West along lands conveyed to Czaja a distance of 471.24 feet to the southerly boundary of lands conveyed by Russell and Jane Serednicky and Peter Serednicky to Crossroads Park, Inc. by deed dated June 22, 1966 and recorded in Onondaga County Clerk's Office June 23, 1966 in Book 2305 of Deeds at page 74;

Thence North 87° 16' 00" East along said southerly boundary of lands conveyed to Crossroads Park, Inc., a distance of 376.06 feet to the westerly corner of lands conveyed by Paul Serednicky, et al. to Russell and Jane Serednicky by deed dated November 8, 1970 and recorded in Onondaga County Clerk's Office November 16, 1970 in Book 2440 of Deeds at page 308;

Thence, southeasterly along the southwesterly boundary of said lands conveyed to Russell and Jane Serednicky, following a curve to the right, having a radius of 459.28 feet, an arc distance of 49.80 feet to a point therein; Thence, South 02° 33' 13" East through said lands conveyed to Czaja a distance of 457.36 feet to the point and place of beginning.

Said parcel is more modernly described as follows:

All that tract or parcel of land situate in the Town of Clay, County of Onondaga and State of New York, being part of Lot 88 in said Town and being known and designated as Lot No. 7A of Crossroads Park Section No. 2-amended, according to a map of said tract made by Alfred N. Januzi, Jr., dated September 24, 1996, filed on October 11, 1996 as Map No. 8367. Said parcel being shown on a survey recertified on December 19, 2003, further recertified on March 22, 2013 and further recertified June 21, 2018, and being more particularly described as follows:

Beginning at a point on the north right of way line of Crossroads Park Drive, said point being South 87° 26' 47" West a distance of 1,175.72 feet from a point of curvature of a small curve at the intersection of the north right of way line of Crossroads Park Drive with the west line of Henry Clay Boulevard;

Thence South 87° 26' 47" West along the north right of way line of Crossroads Park Drive a distance of 423.50 feet to a point;

Thence North 02° 33' 13" West a distance of 471.24 feet to a point;

Thence North 87° 16' 00" East a distance of 376.06 feet to a point;

Thence, following a curve to the right with a radius of 459.28 feet, an arc distance of 49.80 feet to a point;

Thence South 02° 33' 13" East a distance of 457.36 feet to the point and place of beginning.

**ACKNOWLEDGEMENT AND CONSENT OF THE
ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

The Onondaga County Industrial Development Agency (the "Agency") hereby acknowledges the foregoing Omnibus Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") among B & N REAL ESTATE HOLDINGS OF CNY, LLC (the "Assignor"), CROSSROADS PARK 4616, LLC and PDF LOGISTICS, INC. dated as of March 8, 2022 (the "Effective Date"). Pursuant to a resolution of the Agency duly adopted on March 8, 2022 and by its signature below, the Agency hereby provides its consent to the Transaction and the Omnibus Assignment and Assumption Agreement.

[Signature page follows]

