

AGENT AGREEMENT

THIS AGREEMENT, made as of the 7th day of February 2017, by and between the **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 333 West Washington Street, Syracuse, New York 13202 (the "Agency") and **MORSE MANUFACTURING CO., INC.**, a New York corporation, having a mailing address of PO Box 518, East Syracuse, New York 13057 (the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 435 of the Laws of 1970 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 Company has requested the Agency's assistance with a certain project (the "Project") consisting of the following: acquisition of an interest in approximately 6.8 acres of land, complete renovation of an approximately 87,731 square foot warehouse and an approximately 40,000 square foot truck terminal and purchase and installation of equipment located on the property at 103-105 Kuhn Road in the Town of Salina, County of Onondaga (the "Facility"); and

WHEREAS, by Resolution adopted on January 10, 2017 (the "Project Overview/Public Hearing Resolution"), the Agency, among other things, authorized the Secretary of the Agency to schedule a public hearing for the Project and report a fair summary of the views presented at that public hearing to the next regularly scheduled Agency meeting occurring after such public hearing; and

WHEREAS, by Resolution adopted on February 7, 2017 (the "Inducement Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement and, pursuant to the Inducement Resolution and this Agent Agreement, the Company has 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. 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.

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. Scope of Agency. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Inducement Resolution to acts reasonably related to the acquisition of an interest in, and the redeveloping and equipping of the Facility. The right of the

Company to act as agent of the Agency shall expire on February 7, 2018 unless extended as contemplated by the Inducement Resolution. The aggregate amount of work performed as Agent for the Agency shall not exceed the amounts described in the Application of the Company in this matter. All contracts entered into as agent for the Agency following the date of this Agreement shall include the following language:

This contract is being entered into by Morse Manufacturing Co., Inc., (the "Agent"), as agent for and on behalf of the Onondaga County Industrial Development Agency (the "Agency"), in connection with a certain project of the Agency for the Agent consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at 103-105 Kuhn Road, Town of Salina (the "Premises"). The machinery, equipment and building materials to be incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York, if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exempt letter of the Agency; and the Agent hereby represents that his contract is in compliance with the terms of the sales tax exemption letter. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any matter 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 in this paragraph.

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 Facility:

(a) The Company is a corporation, authorized to do business in New York State, duly formed and validly existing under the laws of the State of New York (the "State"), has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) To the Company's Knowledge, 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. For purposes of this Agreement, the term "Company's Knowledge" shall mean the actual knowledge of the Company, after due inquiry.

(c) 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 (c).

(d) 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 Company's Knowledge, 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.

(e) 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 the Company will not locate any new underground storage tanks 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, other than as disclosed in that certain Phase I Environmental Site Assessment prepared by GZA, dated as of September 27, 2016. 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, 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 material violation of the covenants or failure to be materially accurate of the representations contained in this Section.

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

(g) In accordance with Section 875(3) of the New York General Municipal law, the Company covenants and agrees that, if it receives New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the matter approved by the Agency in connection with the Project, then the Company will (i) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands in connection therewith. 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 may assess and determine New York State and

local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

(h) The Company further 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 amount up to \$2,885,000.00, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$230,800.00.

(i) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60) for itself and each agent, subagent, contractor, subcontractor, contractors or subcontractors of such agents and subagents and to such other parties as the Company chooses who provide materials, equipment, supplies or services and execute said form as agent for the Agency (or have the general contractor, if any or other designated subagent execute) and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(j) 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) regarding the value of sales and use tax exemptions the Company, its 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 the first 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.

(k) 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 acknowledges and agrees that the bill of invoice should state, "Morse Manufacturing Co., Inc., certified that it is a duly appointed agent of the Onondaga County Industrial Development Agency and that it is 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 Onondaga County Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project on each bill and invoice: "3101-17-01A."

(l) 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.

3. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, officers, members, employees, agents (except the Company), representatives, successors and assigns harmless from and against any and all 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 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 expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; provided that any such liability of the Agency does not arise from, relate to, or result from the gross negligence or willful misconduct of the Agency or any of its executive director, directors, officers, members, employees, agents (except the Company), representatives, successors and assigns. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, 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, including, but not necessarily limited to:

(a) (i) Insurance protecting the interests of the Company and the Agency as insureds as their interest may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount acceptable to the Company and the Agency, 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) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which 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 Project Facility or who are responsible for the acquisition, reconstruction or installation of the Project 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 other 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 \$500,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, 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. 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.

(c) All premiums with respect to the insurance required by Section 4 hereof shall be paid by the Company; provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Company shall pay immediately upon demand all sums so expended by the Agency, together with interest thereon at a per annum rate of interest of eight percent (8%) per annum, or the maximum rate of interest permitted by law, whichever is less.

6. 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. 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: Onondaga County Industrial Development Agency
333 West Washington Street
Syracuse, New York 13202
Attention: Julie Cerio, Executive Director

WITH A COPY TO: Gilberti Stinziano Heintz & Smith, PC
555 East Genesee Street
Syracuse, New York 13202
Attention: Anthony P. Rivizzigno, Esq.

TO THE COMPANY: Morse Manufacturing, Co., Inc.
PO Box 518
East Syracuse, New York 13057
Attention: Nathan Andrews, President

WITH A COPY TO: Barclay Damon, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attention: Kevin R. McAuliffe, 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 agreement 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 Onondaga County, New York.

9. The parties are contemplating that, after any applicable public hearings, the Agency will negotiate and enter into a lease agreement (the "Lease-Leaseback Agreement") and payment-in-lieu-of-tax agreement (the "PILOT Agreement") with the Company. The Company agrees not to take title to any real property as agent for the Agency until the Lease-Leaseback Agreement and PILOT Agreement have been executed and delivered. At any time prior to the execution of the Lease-Leaseback Agreement and PILOT Agreement, the Agency can transfer title to Morse Manufacturing Co., Inc. of all assets acquired by the Company as agent for the Agency. Additionally, at any time prior to execution of the Lease-Leaseback Agreement and PILOT Agreement, the Company can demand that the Agency transfer title to Morse Manufacturing Co., Inc. with respect to all assets acquired by the Company as agent for the Agency, provided all amounts owed the Agency have been paid current.

10. By executing this Agent Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (1) reasonable legal services, including but not limited to those provided by the Agency's general counsel or transaction counsel in connection with the Project, and (2) other consultants reasonably approved by the Company and retained by the Agency in connection with the Project; with all such charges to be paid by the Company at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore. The Company is entitled to receive a written estimate of fees and costs of the Agency's transaction counsel.

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; it being understood and agreed, however, that such charges not to exceed Ten Thousand Dollars (\$10,000) beyond the administrative fee and general counsel fee.

11. The Company agrees not to take title to any real property as agent for the Agency. Upon completion of the acquisition and installation of the Equipment, the Agency shall transfer title to the Equipment to Morse Manufacturing Co., Inc. by a bill of sale (the "Bill of Sale") in the form attached hereto as Exhibit A.

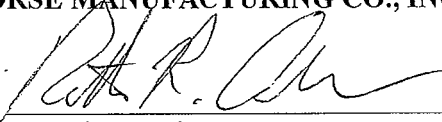
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

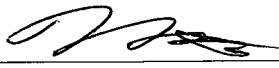
By: _____
Name: Julie Cerio
Title: Executive Director

MORSE MANUFACTURING CO., INC.

By:  _____
Name: Nathan Andrews
Title: President

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

**ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Name: Nathaniel Stevens
Title: Treasurer

MORSE MANUFACTURING CO., INC.

By: _____
Name: Nathan Andrews
Title: President _____

SCHEDULE A
(Subagents of Company)

TBD

EXHIBIT A

FORM BILL OF SALE TO COMPANY

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York (the "Grantor"), for the consideration of One and 00/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from Morse Manufacturing Co., Inc. (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and assigns unto the Grantee, and its successors and assigns, all of the Grantor's right, title and interest in and to all the materials, machinery, equipment, fixtures and furnishings which are described in Exhibit B attached hereto (the "Equipment"), whether now owned or hereafter acquired by the Grantor pursuant to a Lease and Leaseback Agreement dated as of _____ by and between the Grantor and the Grantee, which Equipment is located or intended to be located on the real property (the "Land") located in the Town of Salina, Onondaga County, New York, which Land is more particularly described in Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF ANY OF THE EQUIPMENT DESCRIBED ABOVE. THE GRANTEE ACCEPTS TITLE TO SUCH EQUIPMENT AS IS, WITHOUT RECOURSE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. IN THE EVENT OF A DEFICIENCY OR DEFAULT OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by its duly authorized officer on the date indicated beneath the signature of such officer and dated as of the ____ day of _____, 2016.

ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: Julie Cerio
Title: Executive Director

Bill of Sale Exhibit A

(Description of Land)

All that tract or parcel of land situate in the Town of Salina, County of Onondaga, State of New York, being part of Subdivision 46, 47 and 48 in Military Lot or Farm Lot No. 27 in said Town of Salina, bounded and described as follows:

Beginning at a point located on the northerly line of Assumption Cemetery, a distance of 1260.32 feet westerly from an iron pipe monument located at the intersection of the east line of M.L. 27 and the said northerly line of Assumption Cemetery; thence north 47 degrees 33 minutes 25 seconds west a distance of 417.16 more or less feet to a point on the southerly line of Kuhn Road; thence south 39 degrees 47 minutes 10 seconds west a distance of 670.5 feet to a point; thence south 47 degrees 05 minutes 10 seconds east a distance of 386 feet to a point on the northerly line of Assumption Cemetery; thence north 42 degrees 26 minutes 35 seconds east a distance of 673 feet to the point and place of beginning.

Bill of Sale Exhibit B
(Description of the Equipment)

TBD

EXHIBIT B
(Form NYS ST-123)

