

SECOND AMENDMENT TO PROJECT AGREEMENT

THIS SECOND AMENDMENT TO PROJECT AGREEMENT dated as of June 14, 2022 (the “Second Amendment”) by and among the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a public benefit corporation organized and existing under the laws of the State of New York (the “State”), having an office at 333 West Washington Street, Syracuse, New York 13202 (the “Agency”), NORTH MIDLER PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State, having an office for the transaction of business located at 386 North Midler Avenue, Syracuse, New York 13206 (the “Company”) and ARMOURED ONE, LLC, a limited liability company organized and existing under the laws of the State, having an office for the transaction of business located at 386 North Midler Avenue, Syracuse, New York 13206 (the “Sublessee”).

WITNESSETH:

WHEREAS, on or about November 1, 2019 (the “Closing”), the Agency undertook a project (the “Project”) on behalf of North Midler Properties, LLC (the “Company”) and Armoured One, LLC (the “Sublessee”) consisting of: (A)(1) the acquisition of an interest in a parcel of land located at 386 North Midler Avenue in the City of Syracuse and in the Town of Dewitt, Onondaga County, New York (tax map nos. 023.-07-20, 023.-07-21.1, 023.-07-22, 023.-07-23, 031.-11-14.1, 031.-11-14.2, 031.-11-14.5) (the “Land”); (2) the renovation of a building (the “Facility”) located on the Land; (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Facility Equipment”) (the Land, the Facility and the Facility Equipment being collectively referred to as the “Company Project Facility”); and (4) the acquisition and installation of certain equipment and personal property (the “Equipment”, and together with the Company Project Facility, the “Project Facility”) by the Sublessee, such Project Facility to provide space for the manufacturing of security glass, security film and related products and for the development of training, security assessments and products that protect schools from an active shooter attack; (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 and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (collectively, the “Financial Assistance”); and (C)(1) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and (2) and the lease (with an obligation to purchase) or sale of the Equipment to the Sublessee or such other person as may be designated by the Sublessee and agreed upon by the Agency; and

WHEREAS, at the time of the Closing, the Agency, the Company and the Sublessee entered into a Project Agreement dated as of November 1, 2019 (the “Project Agreement”), whereby the Agency temporarily appointed the Company and the Sublessee the true and lawful agents of the Agency for sales and use tax purposes until January 31, 2021; and

WHEREAS, pursuant to the Project Agreement, the appointment of the Company and the Sublessee as agents of the Agency for sales and use tax purposes originally expired January 31, 2021; and

WHEREAS, pursuant to a resolution duly adopted by the Agency on November 10, 2020, the Agency approved the extension of the appointment of the Company and the Sublessee as agents of the Agency for sales and use tax purposes until December 31, 2021; and

WHEREAS, the Agency, the Company and the Sublessee entered into an amendment to project agreement (the "First Amendment"), dated November 12, 2020, in order to memorialize the extension of the appointment of the Company and the Sublessee as agents of the Agency for sales and use tax purposes until December 31, 2021; and

WHEREAS, the appointment of the Company and the Sublessee as agents of the Agency for sales and use tax purposes expired on December 31, 2021; and

WHEREAS, there have been unanticipated delays in the construction, installation and equipping of the Project Facility due to the COVID-19 pandemic; and

WHEREAS, the Company and the Sublessee have requested that the Agency extend their appointment as temporary agents of the Agency for State and local sales and use tax purposes until December 31, 2022; and

WHEREAS, the Company and the Sublessee acknowledge that costs expended after December 31, 2021 and prior to the date hereof, are not eligible for the exemption from any State or local sales and use tax otherwise granted pursuant to the Project Agreement, as amended; and

WHEREAS, the Agency, the Company and the Sublessee desire to enter into this Second Amendment in order to memorialize the extension of the appointment of the Company and the Sublessee as temporary agents of the Agency for sales and use tax purposes until December 31, 2022.

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. The second sentence of Section 4.01 of the Project Agreement, as amended, is hereby amended to read as follows:

The right of the Company and the Sublessee to act as agents of the Agency shall expire on December 31, 2022 unless extended by a resolution adopted by the members of the Agency.

2. All of the covenants, agreements and provisions of this Second Amendment shall be deemed to be and construed as part of the Project Agreement, as amended by the First Amendment, and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any

variation or inconsistency between any covenant, agreement or provision contained in this Second Amendment and any covenant, agreement or provision contained in the Project Agreement, the covenant, agreement or provision contained herein shall govern.

3. Except as amended by the First Amendment and this Second Amendment, the Project Agreement shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

4. This Second Amendment 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.

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

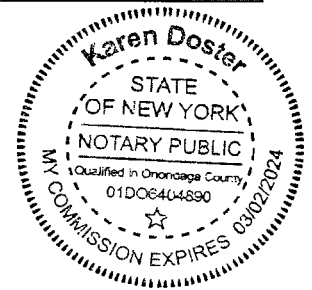
ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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


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

On the 5th day of July in the year 2022, before me, the undersigned, a notary public in and for the State of New York, personally appeared Robert M. Petrovich, 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.

Karen Doster
Notary Public



NORTH MIDLER PROPERTIES, LLC,
a New York limited liability company


By: 

Giambattista Amodei
Authorized Representative

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


On the 11th day of July in the year 2022, before me, the undersigned, a notary public in and for the State of New York, personally appeared Giambattista Amodei, 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..

KATHERINE ANDREWS
Notary Public-State of New York
No. 01AN6387745
Qualified in Madison County
Commission Expires 02/25/2023



Notary Public

ARMoured ONE, LLC,
a New York limited liability company

By: 

Giambattista Amodei
Authorized Representative

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

On the 11th day of July in the year 2022, before me, the undersigned, a notary public in and for the State of New York, personally appeared Giambattista Amodei, 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.

KATHERINE ANDREWS
Notary Public-State of New York
No. 01AN6387745
Qualified in Madison County
Commission Expires 02/25/2023



Notary Public