

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (the “Assignment”), dated as of December 31, 2023 (the “Effective Date”) is by, between and among **ONE-PULL WIRE AND CABLE, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 80 Otis Street, Rome, New York 13441 (the “Assignor”), **KRIS-TECH WIRE COMPANY, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 80 Otis Street, Rome, New York 13441 (the “Assignee”), and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the “Agency” or “OCIDA”).

WITNESSETH:

WHEREAS, the Agency owns a 38,806± square foot building (the “Building”) situated on a parcel of land located at 7500 Cold Point Drive, City of Rome, Oneida County New York more particularly described on **Exhibit A** attached hereto (the “Land” and together with the Building, the “RIDC Facility”); and

WHEREAS, the Agency leases the RIDC Facility to RIDC pursuant to a Lease Agreement dated as of July 1, 2005 as amended on April 1, 2020 and on June 1, 2021 (collectively, the “RIDC Lease”); and

WHEREAS, RIDC subleases a 21,106± square foot portion of the RIDC Facility to United Parcel Service (the “UPS Facility”); and

WHEREAS, RIDC subleases a 17,700± square foot portion of the RIDC Facility (the “Improvements”) to Assignor pursuant to a sublease agreement dated March 21, 2021 (the “Sublease Agreement”); and

WHEREAS, the Land is improved by certain Improvements (as that term is defined in the Leaseback Agreement referenced below) and Assignor has installed therein or affixed thereto certain Equipment (as that term is defined in the Leaseback Agreement referenced below) (the Land, the Improvements, and the Equipment are hereinafter collectively referred to as the “Facility”); and

WHEREAS, Assignor, as lessor, leases the Facility to OCIDA, as lessee, pursuant to a Lease Agreement dated as of July 1, 2021 (the “Lease Agreement”), a memorandum of which Lease Agreement was recorded in the Oneida County Clerk’s Office on July 27, 2021 at Instrument Number R2021-001056; and

WHEREAS, the Lease Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the “Existing Lease Agreement”, and a true copy of said Existing Lease Agreement is annexed hereto and made a part hereof as **Exhibit B**; and

WHEREAS, OCIDA, as lessor, leases the Facility back to Assignor, as lessee, pursuant to a Leaseback Agreement dated as of July 1, 2021 (the “Leaseback Agreement”), a memorandum of which Leaseback Agreement was recorded in the Oneida County Clerk’s Office on July 27, 2021 at Instrument Number R2021-001057; and

WHEREAS, the Leaseback Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the

“Existing Leaseback Agreement”, and a true copy of said Existing Leaseback Agreement is annexed hereto and made a part hereof as **Exhibit C**; and

WHEREAS, the Facility is the subject of a First Amended and Restated Payment-in-Lieu-of-Tax Agreement by and among OCIDA , RIDC and Assignor, dated as of July 1, 2021 (the “PILOT Agreement”); and

WHEREAS, the PILOT Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the “Existing PILOT Agreement”, and a true copy of the Existing PILOT Agreement is annexed hereto and made a part hereof as **Exhibit D**; and

WHEREAS, the Facility, together with all additions, is also the subject of an Environmental Compliance and Indemnification Agreement by and between OCIDA and Assignor, dated as of July 1, 2021 (the “Environmental Compliance Agreement”); and

WHEREAS, the Environmental Compliance Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the “Existing Environmental Compliance Agreement”, and a true copy of the Existing Environmental Compliance Agreement is annexed hereto and made a part hereof as **Exhibit E**; and

WHEREAS, the financial assistance granted by OCIDA to Assignor relating to the Facility is the subject of a Job Creation and Recapture Agreement between OCIDA and Assignor, dated as of July 1, 2021 (the “Job Creation Agreement”); and

WHEREAS, the Job Creation Agreement, including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the “Existing Job Creation Agreement,” and a true copy of the Job Creation Agreement is annexed hereto and made a part hereof as **Exhibit F**; and

WHEREAS, Assignor provided notice to the Agency that Assignor dissolved on the Effective Date, and all interest of the Assignor was transferred to its parent company, the Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in, to and under the Existing Lease Agreement, the Existing Leaseback Agreement, the Existing PILOT Agreement, the Existing Environmental Compliance Agreement and the Existing Job Creation Agreements (the Existing Lease Agreement, the Existing Leaseback Agreement, the Existing PILOT Agreement, the Existing Environmental Compliance Agreement and the Existing Job Creation Agreement are hereinafter collectively referred to as the “Assigned Instruments”), provided, however, that (a) except where required by law, the Agency releases Assignor from any and all duties, liabilities or obligations arising under or relating to said Assigned Instruments which are attributable to the period from and after the Effective Date (collectively, the “Effective Date and Post-Effective Date Liabilities”), (b) the Agency does not release Assignor from any duties, liabilities or obligations arising under or relating to said Assigned Instruments which are attributable to the period before the Effective Date (the “Pre-Effective Date Liabilities”), and (c) Assignee assumes, undertakes and agrees to perform all of Assignor’s duties, liabilities and obligations arising under or relating to said Assigned Instruments which are attributable to the period from and after the Effective Date; and

WHEREAS, subject to the terms and conditions hereinafter set forth, Assignee desires to accept the assignment of the Assigned Instruments and assume, undertake and agree to be bound

by and perform all of Assignor's duties, liabilities and obligations arising under or relating to said Assigned Instruments which are attributable to the period from and after the Effective Date.

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00), and other good and valuable consideration, the payment, receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, all of Assignor's right, title and interest in, to and under the Assigned Instruments.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing sale, conveyance, transfer and assignment of the Assigned Instruments from Assignor, and hereby assumes, undertakes and agrees to be bound by and perform all of Assignor's covenants, conditions, stipulations, agreements, duties, obligations and liabilities arising from or relating to the Assigned Instruments and attributable to the period from and after the Effective Date (collectively, the "Assumed Obligations").

3. Indemnification.

(a) Assignor hereby agrees to defend and indemnify Assignee against, and hold Assignee harmless with respect to, any and all liabilities, damages, claims, costs, expenses (including reasonable attorneys' fees) incurred, suffered and/or sustained by Assignee and arising from or relating to the Assigned Instruments prior to the Effective Date.

(b) Assignee hereby agrees to defend and indemnify Assignor against, and hold Assignor harmless with respect to, any and all liabilities, damages, claims, costs, expenses (including reasonable attorneys' fees) incurred, suffered and/or sustained by Assignor and arising from or relating to the Assigned Instruments from and after the Effective Date.

4. Consent, Acknowledgement and Release. OCIDA consents to this Assignment and acknowledges the assignment made by Assignor to Assignee herein. Except for those provisions in the Assigned Instruments which expressly provide for the survival of Assignor's covenants, stipulations, agreements, duties, obligations and liabilities, OCIDA and Assignee hereby releases Assignor of and from any and all of Assignor's covenants, stipulations, agreements, duties, obligations and liabilities arising under or relating to the Assigned Instruments which are attributable to the period from and after the Effective Date. OCIDA acknowledges that simultaneously herewith, the Assignor has satisfied any and all claims, liabilities, damages, claims, costs and expenses (including attorneys' fees) under Section 10.6 of the Leaseback Agreement, and OCIDA hereby waives and releases Assignor from any claim, liability, damages, claims, costs and expenses (including attorneys' fees) in connection with Section 10.6 of the Leaseback Agreement relating to recapture of economic benefits, except where OCIDA is required to do so by law.

5. Agency Indemnification.

(a) Except as otherwise may be provided in the Assigned Instruments, Assignee agrees that the Agency, its directors, members, officers, agents (except Assignee) and employees shall not be liable for, and Assignee agrees to defend, indemnify, release and hold harmless the

Agency, its directors, members, officers, agents (except Assignor) and employees, 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, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the presence of any property or person on, in or about the Facility. Except as otherwise may be provided in the Assigned Instruments, each of Assignor and Assignee agrees that the Agency, its directors, members, officers, agents (except Assignee) and employees shall not be liable for, and Assignor and Assignee each, jointly and severally, agrees to defend, indemnify, release and hold harmless the Agency, its directors, members, officers, agents (except Assignor) and employees, from and against any and all liability arising from or expense incurred by the Agency granting its consent to this Assignment, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrong doing of the Agency or any of its directors, members officers, agents (except Assignee) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence of the Agency or any of its directors, members, officers, agents (except Assignee) and employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. In the event of any claim against the Agency or its respective directors, members, officers, agents and employees by any employee or contractor of Assignee or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of Assignee hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or any other employee benefit acts.

(b) Assignee hereby agrees the obligations of the Agency under the Assigned Instruments constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility and as otherwise provided in the Assigned Instruments. Neither the members, officers, agents (except the Company) or employees of the Agency, nor any person executing this Assignment or the Assigned Instruments, shall be liable personally or be subject to any personal liability or accountability by reason of the assignment, leasing, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Assigned Instruments are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, Oneida County) shall be liable thereon.

6. Notice. Any notice which any party hereto shall be required or permitted to give to the others shall be in writing and sent to the other by nationally recognized overnight courier or registered or certified mail, return receipt requested, at the other's address written below or such other address as the other shall designate from time to time by notice given in accordance with this paragraph, and any notice shall be deemed given one (1) day following the deposit of such notice with the nationally recognized overnight courier, or when deposited in a United States Mail Depository, postage prepaid, addressed in accordance with this paragraph, except that a notice of change of address shall be deemed given when delivered.

To the Assignor:

10. Recording. The parties agree that a memorandum or memoranda of this Assignment shall be recorded in the Office of the Clerk of Oneida County.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Release Agreement to be executed and delivered by their respective authorized officers as of the day and year first above written.

ASSIGNOR: ONE-PULL WIRE AND CABLE, INC.

By: 

Name: Graham Brodock

Title: President

ASSIGNEE: KRIS-TECH WIRE COMPANY, INC.

By: 

Name: Graham Brodock

Title: President

OCIDA: ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Stephen R. Zobgy

Chairman

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Release Agreement to be executed and delivered by their respective authorized officers as of the day and year first above written.

ASSIGNOR:

ONE-PULL WIRE AND CABLE, INC.

By: _____

Name:

Title:

ASSIGNEE:

KRIS-TECH WIRE COMPANY, INC.

By: _____

Name:

Title:

OCIDA:

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:  _____

Stephen R. Zobgy

Chairman

STATE OF NEW YORK)

)ss:

COUNTY OF ONEIDA)

On the 18th day of July, 2024 before me, the undersigned a notary public in and for said state, personally appeared Graham Brink, 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.

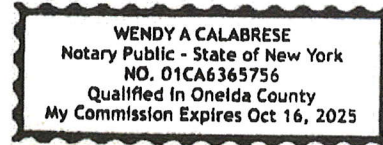
Wendy Calabrese

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF ONEIDA)



On the ____ day of July, 2024 before me, the undersigned a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF ONEIDA)

On the ____ day of July, 2024 before me, the undersigned a notary public in and for said state, personally appeared STEPHEN R. ZOGBY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF ONEIDA)

On the ____ day of July, 2024 before me, the undersigned a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF ONEIDA)

On the ____ day of July, 2024 before me, the undersigned a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss:

COUNTY OF ONEIDA)

On the 22nd day of July, 2024 before me, the undersigned a notary public in and for said state, personally appeared STEPHEN R. ZOGBY, 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.



[Handwritten Signature]

Notary Public

EXHIBIT A

THE LAND

All lands that are leased from Rome Industrial Development Corporation to One-Pull Wire and Cable, Inc. pursuant to a Sublease Agreement dated March 21, 2021.

EXHIBIT B

LEASE AGREEMENT

EXHIBIT C

LEASEBACK AGREEMENT

EXHIBIT D

PILOT AGREEMENT

EXHIBIT E

ENVIRONMENTAL COMPLIANCE AGREEMENT

EXHIBIT F

JOB CREATION AGREEMENT