

ENGLER ELECTRIC, INC.

to

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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EQUIPMENT LEASE AGREEMENT

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Dated as of November 1, 2021

Oneida County Industrial Development Agency  
2021 Real Estate Lease  
(Engler Electric, Inc. Facility)

THIS EQUIPMENT LEASE AGREEMENT, dated as of November 1, 2021, by and between **ENGLER ELECTRIC, INC.**, a New York corporation with a mailing address of P.O. Box 1745, Utica, New York 13503 (together with its successors and assigns, the "Sublessee") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

The Sublessee desires to lease to the Agency the equipment described in Exhibit A attached hereto (the "Equipment" or the "Leased Premises"), during the term of the Leaseback Agreement between the Agency and Golden Properties Realty, LLC (the "Company") dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Sublessee hereby leases to Agency the Leased Premises, upon the terms and conditions of this Lease Agreement.

2. Warranty of Title. The Sublessee warrants that it has valid and lien-free title to the Equipment.

3. Term. The term of this Lease Agreement shall be a term that runs concurrently with the term of the Leaseback Agreement (the "Lease Term"). The Lease Term shall automatically terminate upon expiration or termination of the Lease Agreement, without notice or further action by either party hereto.

4. Rent. The Agency agrees that it will pay to the Sublessee, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.

5. Taxes. The Sublessee agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.

6. Maintenance and Insurance of Leased Premises. The Sublessee shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.

7. Lease Expiration. The parties agree that at the expiration of the Lease Term or upon termination of this Lease Agreement for any other reason, the Agency will surrender the Leased Premises to the Sublessee in the then condition of the Leased Premises.

8. Hold Harmless. The Sublessee 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, officers, members and employees, and their respective successors or personal representatives, harmless from and against any 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 Leased Premises (as said term is defined in the Leaseback Agreement) or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Sublessee of its representations or agreements contained herein or in the Lease Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, equipping and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and 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 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, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency or the Sublessee, as the case may be, addressed as follows:

To the Agency:                    Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome, New York 13441  
Attn.: Chairman

With a Copy To:                Bond, Schoeneck & King, PLLC  
501 Main Street  
Utica, New York 13501  
Attn.: Linda E. Romano, Esq.

To the Sublessee:               Engler Electric, Inc.  
P.O. Box 1745  
Utica, New York 13503  
Attn.: James Engler, Jr.

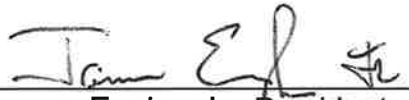
With a Copy To: Hage & Hage, LLC  
283 Genesee St.  
Utica, NY 13501  
Attn.: J.K. Hage III, Esq.

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.

[signature pages follow]

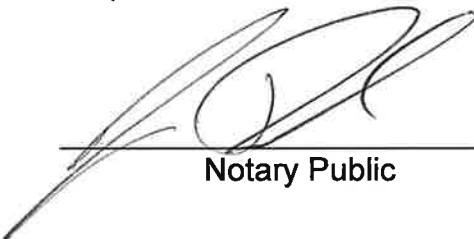
IN WITNESS WHEREOF, the Sublessee and the Agency have caused this Equipment Lease Agreement to be executed in their respective names, all as of the date first above written.

ENGLER ELECTRIC, INC.

By:   
James Engler, Jr., President

STATE OF NEW YORK        )  
                                          : ss.:  
COUNTY OF ONEIDA        )

On the 16<sup>th</sup> day of November 2021 before me, the undersigned a notary public in and for said state, personally appeared **James Engler, Jr.** 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

JONATHAN H. DILLON  
Notary Public, State of New York  
Reg. No. 02DI6404878  
Qualified in Oneida County  
Commission Expires March 02, 2024

SECOND SIGNATURE PAGE TO EQUIPMENT LEASE AGREEMENT  
(ENGLER ELECTRIC, INC. TO  
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY)

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_

*David C. Grow*  
David C. Grow  
Chairman

STATE OF NEW YORK        )  
                                          : ss.:  
COUNTY OF ONEIDA        )

On the 12<sup>th</sup> day of November 2021 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, 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.

*Laura S. Ruberto*  
\_\_\_\_\_  
Notary Public



## EXHIBIT A

All items of equipment and personal property acquired by Engler Electric, Inc. and/or to be acquired by Engler Electric, Inc. in connection with the completion of the Engler Electric, Inc. Facility located at 1020 Erie Street, City of Utica, Oneida County, New York.