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Hodgson Russ LLP
ATTORNEYS

November 1, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Philip G. Stockin, Chairman
Allegany County Board of Legislators
County Office Building
7 Court Street
Belmont, New York 14813

David Foster, Superintendent of Schools
Wellsville Central School District
126 West State Street
Wellsville, New York 14895

Shad Alsworth, Supervisor
Town of Wellsville
2600 Tarantine Boulevard
Wellsville, New York 14895

Alan Mosher, Board President
Wellsville Central School District
126 West State Street
Wellsville, New York 14895

Joe Dannheim, Assessor
Town of Wellsville
2600 Tarantine Boulevard
Wellsville, New York 14895

RE: ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
ARVOS LJUNGSTROM, LLC PROJECT

Ladies and Gentlemen:

Enclosed herewith please find an executed copy of the Payment in Lieu of Tax Agreement and Application of Real Property Tax Exemption (RP-412-a) by and between Allegany County Industrial Development Agency and Arvos Ljungstrom, LLC regarding the above-captioned transaction.

If you have any questions or comments regarding the foregoing, please do not hesitate to contact me.

Sincerely yours,

Nadene E. Zeigler

NEZ/ral
Enclosures

cc: Anthony J. Iacchetta, Esq. (via e-mail; w/enclosure)
Daniel A. Spitzer, Esq. (via e-mail; w/enclosure)
Dr. Craig Clark, Executive Director (via e-mail; w/enclosure)

CLOSING ITEM NO.: A-7

ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ARVOS LJUNGSTROM LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF OCTOBER 1, 2022

RELATING TO THE PREMISES LOCATED AT 3020 TRUAX ROAD (TAX MAP NUMBER 226.-1-28) IN THE TOWN OF WELLSVILLE, ALLEGANY COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of October 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at Crossroads Commerce & Conference Center, 6087 State Route 19 North, Belmont, New York (the "Agency"), and ARVOS LJUNGSTROM LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 3020 Truax Road, Wellsville, New York (the "Company");

W I T N E S S E T H :

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 99 of the Laws of 1973 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in April, 2022, Arvos Ljungstrom LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in an approximately 1.37 acre portion of an approximately 36.30 acre parcel of land located at 3020 Truax Road (tax map number 226.-1-28) in the Town of Wellsville, Allegany County, New York (the "Land"), together with an existing approximately 253,400 square foot building located thereon (the "Existing Facility"), (2) the modification of approximately 20,000 square feet of the Existing Facility to a temperature and humidity-controlled environment, incorporating a shed extension of the Existing Facility to protect the various booths and auxiliary equipment from the elements and other required improvements (the Existing Facility and all said improvements being collectively referred to as the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other personal property (the "Equipment"), all of the foregoing to constitute a manufacturing facility to be owned and operated by the Company (the Land, the Facility and the Equipment being collectively referred to as 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 and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) 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

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on April 14, 2022 (the "Public Hearing Resolution"), the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on April 19, 2022 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located; (B) caused notice of the Public Hearing to be posted on April 19, 2022 on the Agency's website; (C) caused notice of the Public Hearing to be published on April 24, 2022 in the Spectator, a newspaper of general circulation available to the residents of the Town of Wellsville, Allegany County, New York; (D) conducted the Public Hearing on May 4, 2022 at 6:00 p.m., local time at the David Howe Library located at 155 North Main Street in the Town of Wellsville, Allegany County, New York; and (E) prepared a report of the Public Hearing (the "Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on May 12, 2022 (the "SEQR Resolution"), the Agency determined that the Project constitutes a "Type II Action" (as such quoted term is defined under SEQRA), and therefore that no further action with respect to the Project was required under SEQRA; and

WHEREAS, by further resolution adopted by the members of the Agency on May 12, 2022 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of October 1, 2022 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the "Pilot Request") that the Agency deviate from the Policy with respect to Project Facility. Pursuant to the resolution adopted by the members of the Agency on August 11, 2022 (the "Pilot Deviation Notice Resolution"), the members of the Agency authorized the Executive Director of the Agency to send a notice to the chief executive officers of the "Affected Tax Jurisdictions" (as defined in the Act) pursuant to Section 874(4) of the Act, informing said individuals that the Agency had received the Pilot Request and that the members of the Agency would consider said request at a meeting of the members of the Agency scheduled to be held on September 8, 2022. The Executive Director of the Agency caused a letter dated August 11, 2022 (the "Pilot Deviation Notice Letter") to be mailed to the chief executive officers of the Affected Tax Jurisdictions, informing said individuals that the Agency would, at its meeting on September 8, 2022, consider a proposed deviation from the Policy with respect to the payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on September 8, 2022 (the "Pilot Deviation Approval Resolution"), the members of the Agency determined to deviate from the Agency's Policy with respect to the Project; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of October 1, 2022 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (2) a certain license agreement dated as of October 1, 2022 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a certain bill of sale dated as of October 1, 2022 (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in the Equipment; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of October 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of October 1, 2022 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), upon the filing by the Agency of the Real Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not

conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility, and for so long thereafter as the Agency shall own the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Assessed Value of the Improvements, or of a change in such Assessed Value of the Land or the Improvements, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Assessed Value of the Project Facility for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Assessed Value has been properly established by the Assessor. It is understood that the arbitrators are empowered to confirm the Assessed Value or to determine a higher or a lower Assessed Value. Any payments in lieu of taxes due upon the Project Facility may not be withheld by the Company pending determination of the Assessed Value by the arbitrators.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if the Land was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Land determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency.

(4) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Improvements shall be an amount equal to the applicable percentage of the Normal Tax due each Taxing Entity with respect to the Improvements for such tax year, as shown in the following table:

Tax Year Commencing during Fiscal Year	Percentage of Normal Tax Town/County	Percentage of Normal Tax School District
2022	100%	100%
2023	100%	0%
2024	0%	0%
2025	0%	0%
2026	0%	0%
2027	0%	0%
2028	0%	0%
2029	0%	0%
2030	0%	0%
2031	0%	0%
2032	0%	0%
2033	0%	20%
2034	20%	40%
2035	40%	60%
2036	60%	80%
2037	80%	100%
2038 and thereafter during the term of the Payment in Lieu of Tax Agreement	100%	100%

(5) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which any portion of the Project Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to Subsection (C)(2) hereof, **plus** (b) the amount due each Taxing Entity with respect to the Improvements for such tax year, as determined pursuant to Subsection (C)(4) hereof.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and

additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Additional Assessed Value of the Additional Facilities for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Additional Assessed Value of the Additional Facilities has been properly established by the Assessor. It is understood that the

arbitrators are empowered to confirm the Additional Assessed Value or to determine a higher or lower Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value by the arbitrators.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher

credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Allegany County, New York, and neither the State of New York nor Allegany County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31, 2037 or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Arvos Ljungstrom LLC
3020 Truax Road
Wellsville, New York 14895
Attention: Gregory C. Muscato, Authorized Officer

WITH A COPY TO:

General Counsel and Chief Compliance Officer
2034 Hamilton Place Blvd, Suite 220
Chattanooga, Tennessee 37421
Attention: Steven S. List, Esq.

AND

Phillips Lytle LLP
28 East Main Street, Suite 1400
Rochester, New York 14614
Attention: Anthony J. Iacchetta, Esq.

IF TO THE AGENCY:

Allegany County Industrial Development Agency
Crossroads Commerce & Conference Center
6087 State Route 19 North
Belmont, New York 14731
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attention: Daniel A. Spitzer, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

ARVOS LJUNGSTROM LLC

BY:_____
Gregory C. Muscato, Vice President

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Authorized Officer

ARVOS LJUNGSTROM LLC

BY:_____
Gregory C. Muscato, Vice President

STATE OF NEW YORK)
)ss:
COUNTY OF ALLEGANY)

On the 29 day of September in the year 2022, before me, the undersigned, personally appeared Craig Clark, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa R. Gardner
Notary Public

Lisa R. Gardner
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Steuben County
01GA6136244
MY COMMISSION EXPIRES 11/27/2022

STATE OF NEW YORK)
)ss:
COUNTY OF ALLEGANY)

On the 11th day of October, in the year 2022, before me, the undersigned, personally appeared GREGORY C. MUSCATO, 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.

Julie M Mitchell
Notary Public

JULIE M. MITCHELL
Notary Public, State of New York
Allegany County No. 01MI5041207
My Commission Expires March 27, 2023

EXHIBIT A

DESCRIPTION OF THE LEASED LAND

A leasehold interest created by a certain lease to agency dated as of October 1, 2022 (the "Lease to Agency") between Arvos Ljungstrom LLC (the "Company"), as landlord, and Allegany County Industrial Development Agency (the "Agency"), as tenant, in an approximately 1.37 acre portion of an approximately 36.30 acre parcel of land (the "Leased Land") located at 3020 Truax Road (tax map number 226.-1-28) in the Town of Wellsville, Allegany County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land and all such improvements being sometimes collectively referred to as the "Leased Premises"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Wellsville, Allegany County, New York, bounded and described as follows:

- SEE ATTACHED –

EXHIBIT A

Parcel 1:

(a) ALL that certain tract, piece or parcel of land, situate, lying and being in the town and village of Wellsville, County of Allegany and State of New York, bounded and described as follows: That tract, piece or parcel of land in Great Lot No. Four (4) of the Willing & Francis Tract, Morris Reserve, in said town, village, county and state, bounded northwesterly by a line extending from the center of the New York, Lake Erie and Western Railroad bridge, crossing Dyke's Creek in the said Village of Wellsville, to the center of the Main Street iron bridge crossing the same creek, northeast by the line of the New York, Lake Erie & Western Railroad Company; on the southeast by the center of Dyke Street; on the southwest by the center of what was formerly the Genesee River Road, now South Main Street;
ALWAYS EXCEPTING and reserving that portion of said premises described in a deed dated April 1st, 1893, executed by Aaron Healy et al to the Wellsville, Coudersport & Pine Creek Railroad Company, and subject to the terms and conditions and provisions of said deed of conveyance.

BEING the same premises conveyed by James Howden & Company of America, Incorporated (formerly known as Clark & Norton Manufacturing Company to The Air Preheater Corporation by deed dated the 9th day of December, 1925, recorded on the 17th day of December, 1925, in Liber 267 of Deeds at Page 47, Allegany County, State of New York.

Town &

(b) ALL that tract or parcel of land situate in the Village of Wellsville, County of Allegany, State of New York, known as part of Great Lot Number Four (4) of the Morris Reserve, Willing and Francis Tract, more particularly described as follows:
BEGINNING at a point on the westerly line of the second parcel of land as conveyed by Aaron Healy et al., to the Wellsville, Coudersport and Pine Creek Railroad Company by deed dated April 1, 1893, and recorded in Liber 159, page 413 of the Land Records of Allegany County, New York, which line is also the easterly line of the Mary E. Gordon Lot, so called, which point is 33 feet measured radially in a northerly direction from the original center line of said Railroad Company, said point being N. 28° 00' W. 33.8 feet, more or less, measured along said property line, from approximate station 25+28.2 on said center line; thence, in a northeasterly direction by a curve to the right with a radius of 670.3 feet, concentric with and 33 feet distant from said center line, 75 feet, more or less, to the southerly property line of the Erie Railroad Company, 48 feet measured radially in a southerly direction from the gauge of the southernmost rail of Erie Railroad Company's main track; thence, in an easterly direction by a curve to the left, concentric with and 48 feet distant from the gauge of said southernmost rail, 445 feet, more or less, to the westerly line of the "Hatch Crossing", so called; thence, in a southerly direction, along the westerly line of said "Hatch Crossing", 13 feet, more or less, to a point 33 feet in a southerly direction by rectangular measurement from the original center line of the Wellsville, Coudersport and Pine Creek Railroad Company; thence, in a westerly direction, parallel to, concentric with and 33 feet distant from said original center line, 480 feet, more or less, to the westerly line of the second parcel of land acquired from Aaron Healy as aforesaid; thence, along said westerly line N. 28° 00' E., 67.6 feet, more or less, to the point of beginning, containing 0.37 acres of land, more or less; SUBJECT, HOWEVER, to all public and private ways and easements for wire and pipe lines; and SUBJECT, PARTICULARLY, to that certain license dated January 11, 1905, from the Buffalo & Susquehanna Railway Company, granting to Wellsville Improvement Company the right to lay and maintain three several tile drains or sewers under the tracks and across the lands of said Railway at Engineering Stations 24+55, 25+55 and 27+75, and intending to include 0.01 acre parcel of land as conveyed by the Wellsville, Coudersport and Pine Creek Railroad Company to The Air Preheater Corporation by deed dated June 15, 1945.

EXCEPTING AND RESERVING from the above described Parcel 1, all lands and/or easements conveyed by The Air Preheater Corporation or its predecessors in interest to the State of New York for Flood Control Projects on Dykes Creek, Wellsville, New York.

Being the same premises conveyed in a Deed from Wellsville, Coudersport and Pine Creek Railroad Company to The Air Preheater Corporation, dated July 27, 1950, and recorded August 4, 1950, in Allegany County Clerk's Office in Liber 439 of Deeds at Page 411.

Parcel 2:

(a) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Wellsville, County of Allegany, State of New York, on the northerly side of Hanover Street, known as part of Great Lot Number Four (4), Willing and Francis Tract, Township 2, Range 1, Morris Reserve, bounded and described as follows: Begin at the most northwest corner of premises described in a Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye dated May 28, 1954, and recorded June 1, 1954, in Allegany County Clerk's Office in Liber 478 of Deeds at Page 14, said point of beginning is also the most southwesterly corner of lands owned by Baldini, (formerly Keefe), thence in a northeasterly direction along the southerly bounds of said lands of Baldini a distance of sixty-two feet (62'), more or less, to the most northwesterly corner of lands of Abbey, said corner also being the northwesterly corner of lands conveyed by Harry Abbey and wife to The Air Preheater Company, a division of Combustion Engineering, Inc. by Deed dated July 26, 1962; thence in a southeasterly direction along the westerly bounds of lands of Abbey a distance of one hundred twenty-five feet (125') to a point; thence in a southwesterly direction and parallel or nearly parallel with the North line of the premises described in the aforesaid Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye and being the southerly line of lands of Baldini a distance of sixty-two (62') feet, more or less, to the most westerly line of lands described in the aforesaid Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye, said point also being on the easterly bounds of lands being conveyed by Grastorf to The Air Preheater Company, a Division of Combustion Engineering, Inc.; thence in a northwesterly direction along the westerly bounds of the premises described in the aforesaid Deed and the easterly line of premises conveyed by Grastorf to The Air Preheater Company a distance of one hundred twenty-five feet (125') to the place of beginning.
Being the northerly portion of the premises described in a Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye, dated May 28, 1954, and recorded June 1, 1954, in Allegany County Clerk's Office in liber 478 of Deeds at Page 14.

SUBJECT to a Right of Way of Sewer over a strip of land one rod wide across the above described premises as described and set forth in the Deed from Lyle Nye and Doris Nye, his wife, to Village of Wellsville, Dated November 1937, and recorded November 12, 1937, in Allegany County Clerk's Office in Liber 327 of Deeds at Page 404.

Being the same premises described in a Deed from Eugene G. Nye and Veronica G. Nye to The Air Preheater Company, a division of Combustion Engineering, Inc. dated July 26, 1962, and recorded in Allegany County Clerk's Office in Liber 547 of Deeds at Page 602.

(b) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Wellsville, County of Allegany and State of New York, being part of Great Lot #4, of the Willing and Francis Tract, and bounded and described as follows: Commence at a point in the center of South Main Street, two hundred thirty-two (232) feet south forty-one degrees forty-seven minutes (41° 47') east of an iron pin marking the junction of the center lines of East Dyke Street and South Main Street; thence in a northeasterly direction along the southeasterly bounds of lands formerly of Sylor, later Moore Union, one hundred twenty-five feet (125') to the southeasterly corner of said lands formerly of Sylor, later Moore Union; thence in a northwesterly direction along the northeasterly bounds of lands formerly of Sylor, later Moore Union, forty feet (40') to the southeasterly bounds of lands formerly of Stannard, later of Saunders, occupied and used as service station property; thence in a northeasterly direction along the southeasterly bounds of lands formerly of Stannard, later of Saunders, nineteen feet (19') to the southeasterly corner of said premises; thence north fifty-five degrees forty-eight minutes (55° 48') east along the southeasterly bounds of lands formerly of Clair, now of Whitford, one hundred thirteen feet (113') to lands of Lynch; thence south thirty-one degrees fifty-two minutes (31° 52') east along the southwesterly bounds of lands of Lynch; ninety-seven feet (97') to the southwesterly corner of lands of Lynch; thence north fifty-five degrees forty-eight minutes (55° 48') east along the southeasterly bounds of lands of Lynch, sixty feet (60') to

the southeasterly corner of lands of Lynch; thence in a northwesterly direction and along the northeasterly bounds of lands of Lynch four feet (4') to the southwesterly corner of lands of Ross; thence north sixty-seven degrees twenty-eight minutes (67° 28') east along the southeasterly bounds of lands of Ross and the southeasterly bounds of lands formerly of Adams, now Ross, approximately one hundred thirty, plus or minus, feet (130±') to a point, which is the most northwesterly corner of lands of Eugene Nye; thence south twenty degrees thirteen minutes (20° 13') east, two hundred seventy-eight feet (278') along lands of Nye to a point; thence south sixty-six degrees twenty-five minutes (66° 25') west eighty-four and six tenths feet (84 6') to a point, which is the most northwesterly corner of lands of McNey; thence north twenty-six degrees twenty-nine minutes (26° 29') west one hundred ninety-two and seven tenths feet (192.7') to the most northeasterly corner of lands formerly of Rauber, now Donovan; thence south sixty-seven degrees thirty-one minutes (67° 31') west one hundred sixty-seven feet (167') along the northwesterly bounds of lands formerly of Rauber, now Donovan, to a point at the southeasterly corner of lands formerly owned by Downer; thence north twenty-eight degrees fifty-seven minutes (28° 57') west forty-five feet (45') to the most northeasterly corner of lands formerly of Downer; thence south sixty-seven degrees thirty-one minutes (67° 31') west one hundred seventy-eight feet (178') to the center of South Main Street; thence north forty-one degrees forty-seven minutes (41° 47') west and along the center of South Main Street thirty-six, plus or minus feet (36±') to the place of beginning.

ALSO, granting unto the party of the second part, its successors and assigns, all the right, title and interest of the first parties in and to a strip of land sixteen feet in width extending in a northwesterly direction from Hanover Street to the lands and premises above described, eight feet of which sixteen foot strip are situated on the westerly side of lands formerly owned by Rathbone, later by Allen, and eight feet of which are situated on lands formerly owned by Sioss, now owned by McNey, but SUBJECT to the use of said sixteen foot strip as a right of way for its use in common with the adjoining property owners, their heirs, distributees and assigns, as reserved in a Deed from John W. Grastorf and wife to Charlotte Baker, recorded November 27, 1914, in Liber 227 of Deeds at Page 3, and in a Deed from John W. Grastorf and wife to Edgar Stout recorded December 11, 1916, in Liber 235 of Deeds at Page 175, both in Allegany County Clerk's Office, said sixteen foot right of way running from Hanover Street northerly to a portion of the premises above described.

ALSO, granting unto the party of the second part, its successors and assigns, a right of way eight feet (8') in width from the center of South Main Street along the northerly side of lands formerly of Downer and fronting on South Main Street to the rear of said premises formerly of Downer, with said right of way to be used in common by the party of the second part, its successors and assigns, and with said Downer, his heirs, distributees and assigns, as a means of ingress, egress and regress to and from said lands and premises of the parties of the first part above described, together with the right to lay water, gas and sewer lines in and under said right of way and the right to erect poles thereon for the purpose of carrying telephone and electric wires and for any other purpose for which streets are now, or in the future may be used, together with the right to dedicate such eight foot (8') strip, together with other lands adjoining the same on the north side thereof and hereby conveyed for street and highway purposes, with said right of way to be kept free, open and unobstructed at all times, but SUBJECT, however, to a similar right of way eight feet (8') in width from South Main Street adjoining the above described right of way on the northerly side, on, over and across the lands and premises above described, extending from South Main Street north sixty-seven degrees thirty-one minutes (67° 31') east one hundred seventy-eight feet (178') to the northeasterly corner of said lands now or formerly of Downer, such right of way to form a driveway sixteen feet (16') in width and is to be used in common by said Downer, his heirs, distributees and assigns, and said party of the second part, its successors and assigns, as set forth in a Deed from Elizabeth Grastorf to Arthur H. Downer and wife dated March 22, 1943, and recorded in Allegany County Clerk's Office in Liber 359 of Deeds at Page 169.

The above described premises are subject to the following:

(a) A pipe line right of way to lay, maintain, operate, replace, repair and remove a pipeline, granted by John W. Grastorf to Empire Gas and Fuel Company Ltd., its successors and assigns, and subject to the terms thereof as set forth in Right of Way

Agreement dated December 30, 1932, and recorded January 6, 1933, in Allegany County Clerk's Office in Liber 302 of Deeds at Page 348; and

(b) A Right of Way for Sewer from John W. Grastorf to Village of Wellsville, conveying an easement or right of way over a strip of land one rod wide, described and set forth in an instrument dated October 30, 1937, and recorded November 5, 1937, in Allegany County Clerk's Office in Liber 328 of Deeds at Page 556.

Being the same premises described in a Deed from John E. Grastorf and C. William Grastorf as Executors of the Last Will of John W. Grastorf to John E. Grastorf and G. William Grastorf by Executor's Deed dated November 10, 1941, and recorded February 20, 1942, in Allegany County Clerk's Office in Liber 354 of Deeds at Page 48.

Also, being the same premises described in a Deed from John E. Grastorf and C. William Grastorf to The Air Preheater Company, a division of Combustion Engineering Inc. dated July 26, 1962, and recorded August 1, 1962, in Allegany County Clerk's Office in Liber 547 of Deeds at Page 481.

(c) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Wellsville, County of Allegany, State of New York, on the northerly side of Hanover Street, known as part of Great Lot Number Four (4), Willing and Francis Tract, Township 2, Range 1, Morris Reserve, bounded and described as follows: Commence at the most northwest corner of lands conveyed in a Deed from Emma F. Weinman to Harry Abbey and Irene E. Abbey, dated November 1, 1930, recorded November 15, 1930, in Allegany County Clerk's Office in Liber 291 of Deeds at Page 237, which point is on the south line of lands formerly of Keefe, now Baldini, and which point is also the northeasterly corner of lands of Nye; thence in a northeasterly direction along the southerly line of lands of Baldini a distance of seventy feet (70'), more or less, to the most northwest corner of lands formerly of John Lestner; now Colegrove; thence in a southeasterly direction along the easterly line of lands of Abbey, described in the aforesaid Deed, and the westerly line of lands of Colegrove, a distance of one hundred twenty-five feet (125') to a point; thence at right angles to the last mentioned line and parallel or nearly parallel with the north line of said lands of Abbey a distance of seventy feet (70') more or less, to a point in the westerly bounds of said lands of Abbey, described in the aforesaid Deed, the same being the east bounds of lands of Nye; thence in a northwesterly direction along the east bounds of Nye and west bounds of Abbey a distance of one hundred twenty-five feet (125') to the place of beginning.

Being the northerly portion of lands described in the aforesaid deed from Emma F. Weinman in Harry Abbey and Irene E. Abbey, recorded in Liber 291 of Deeds at Page 237, in Allegany County Clerk's Office as aforesaid.

SUBJECT to a Right of Way for Sewer over a strip of land one rod wide across the above described premises as described and set forth in the Deed from Harry Abbey and Irene Abbey, his wife, to Village of Wellsville, dated November 9, 1937, and recorded November 10, 1937, in the Allegany County Clerk's Office in Liber 327 of Deeds at Page 396.

Being the same premises described in a Deed from Harry Abbey and Irene E. Abbey to The Air Preheater Company, a division of Combustion Engineering, Inc., dated July 26, 1962, and recorded August 10, 1962, in Liber 547 of Deeds at Page 690, in the Allegany County Clerk's office.

Parcel 3:

(a) ALL THAT PIECE OR PARCEL OF LAND, lying and situate in the Town of Wellsville, County of Allegany, State of New York, being a portion of Great Lot No. 22, Schermerhorn Tract, Township Two, Range One, Morris Reserve, bounded and described as follows: Beginning at a point on the north bounds of the Erie Railroad Company at the southwest corner of the lands now or formerly owned by Edward C. Rogers, said point of beginning being fifty-four and twenty-nine hundredths feet (54.29') free, and at right angles to the gauge line of the north rail two hundred thirty-five and eight tenths feet (235.8') southwest along said gauge line from the face of the west backwall of Erie

Railroad bridge No. 354-94, thence from the point of beginning south sixty-four degrees five minutes (64° 05') west along the north bounds of said railroad two hundred sixty-three feet (263'); thence north seven degrees forty-five minutes (7° 45') east forty and eighty-five hundredths feet (40.85'); thence continuing along north bounds of said railroad south sixty-four degrees five minutes (64° 05') west six hundred sixty-seven and eighty-four hundredths feet (667.84') to the north bounds of lands now or formerly owned by Hile; thence north eighty-eight degrees three minutes (88° 03') west along said north bounds of Hile eleven hundred fifty and thirty-two hundredths feet (1150.32') to the southwest corner of lands heretofore conveyed to Walter E. and Adelaide M. Wightman; thence along the east bounds of lands of Wightman north nine degrees nineteen minutes (9° 19') west one hundred thirty and fifteen hundredths feet (130.15') to the northeast corner; thence south eighty degrees eleven minutes (80° 11') west along the north bounds of lands of Wightman one hundred eighty-one and thirty-three hundredths feet (181.33') to the east bounds of the former Wellsville-Andover State Highway; thence along said bounds of highway north seven degrees forty-two minutes (7° 42') east seventy-seven and sixty-nine hundredths feet (77.69'); thence curving to the east with a radius of five hundred seventy-four feet (574') along the bounds of said former state highway six hundred ninety-five and thirty-four hundredths feet (695.34') to the south bounds of the present Wellsville-Andover State Highway; thence along said south bounds of highway north seventy-nine degrees seven minutes (79° 07') east five hundred seventy-seven and thirty-eight hundredths feet (577.38'), north seventy-six degrees twenty-two minutes (76° 22') east three hundred eighty-one and seventy-six hundredths feet (381.76'), and north seventy-one degrees two minutes (71° 02') east one hundred sixty-one and ninety-one hundredths feet (161.91') to the northwest corner of lands heretofore conveyed to Arthur and Iva Saunders; thence along the southwest bounds of the lands of Saunders south twenty-three degrees sixteen minutes (23° 16') east sixty-nine and seventy-five hundredths feet (69.75'). south fifty-nine degrees fifty-four minutes (59° 54') east eighty-one and sixty hundredths feet (81.60'), south fifty-one degrees forty-one minutes (51° 41') east one hundred ninety-four and five hundredths feet (194.05'), south seventy-one degrees forty-five minutes (71° 45') east two hundred sixty and seventy hundredths feet (260.70') and south eighty-five degrees forty-five minutes (85° 45') east ninety-one and seventy-four hundredths feet (91.74') to the southeast corner of the lands of Saunders, the last mentioned point being on the west line of the lands above mentioned as now or formerly owned by Edward C. Rogers; and thence south twenty-three degrees thirty-eight minutes (23° 38') east along side west bounds of lands of Rogers three hundred seventy-four and thirty hundredths feet (374.30') to the point of beginning, containing thirty-four and nine hundred seventy-seven thousandths (34.977) acres, more or less. Bearings refer to the Magnetic Meridian of March, 1948.

Also hereby granting and conveying unto second party, its successors and assigns, all of first party's rights, title and interest, if any, in and to the lands and premises lying westerly of the above described lands and premises to the center of the old highway formerly known as "Dykes Creek Road" and later known as "Wellsville-Andover State Highway, Route #17", and also hereby granting and conveying unto second party, its successors and assigns, all of first party's rights, title and interest in and to the lands and premises lying north of the lands hereby conveyed to the center of the said old "Wellsville-Andover Highway".

This conveyance is made subject to the following rights of way and easements, to wit:

1. A perpetual easement in the County of Allegany as shown on map No. 2.15 relating to State Highway 5481, completed March 19, 1940, being a parcel lying adjacent to the highway and near the bridge under the highway and on both sides of the creek.

2. A right of way to lay, maintain and operate pipe lines and erect, maintain and operate a telegraph line over and thru the above described lands along the route where the pipe lines are now maintained, and on a strip of ground not exceeding one (1) rod in width.

Being the same premises described in a Deed from Fred C. Shear to The Air Preheater Corporation, dated March 26, 1948, and recorded April 1, 1948, in Allegany County Clerk's Office in Liber 412 of Deeds at Page 263.

Error! Unknown document property name.

EXHIBIT A

Parcel 1:

(a) ALL that certain tract, piece or parcel of land, situate, lying and being in the town and village of Wellsville, County of Allegany and State of New York, bounded and described as follows: That tract, piece or parcel of land in Great Lot No. Four (4) of the Willing & Francis Tract, Morris Reserve, in said town, village, county and state, bounded northwesterly by a line extending from the center of the New York, Lake Erie and Western Railroad bridge, crossing Dyke's Creek in the said Village of Wellsville, to the center of the Main Street iron bridge crossing the same creek, northeast by the line of the New York, Lake Erie & Western Railroad Company; on the southeast by the center of Dyke Street; on the southwest by the center of what was formerly the Genesee River Road, now South Main Street;
ALWAYS EXCEPTING and reserving that portion of said premises described in a deed dated April 1st, 1893, executed by Aaron Healy et al to the Wellsville, Coudersport & Pine Creek Railroad Company, and subject to the terms and conditions and provisions of said deed of conveyance.

BEING the same premises conveyed by James Howden & Company of America, Incorporated (formerly known as Clark & Norton Manufacturing Company to The Air Preheater Corporation by deed dated the 9th day of December, 1925, recorded on the 17th day of December, 1925, in Liber 267 of Deeds at Page 47, Allegany County, State of New York.

town &

(b) ALL that tract or parcel of land situate in the Village of Wellsville, County of Allegany, State of New York, known as part of Great Lot Number Four (4) of the Morris Reserve, Willing and Francis Tract, more particularly described as follows:
BEGINNING at a point on the westerly line of the second parcel of land as conveyed by Aaron Healy et al., to the Wellsville, Coudersport and Pine Creek Railroad Company by deed dated April 1, 1893, and recorded in Liber 159, page 413 of the Land Records of Allegany County, New York, which line is also the easterly line of the Mary E. Gordon Lot, so called, which point is 33 feet measured radially in a northerly direction from the original center line of said Railroad Company, said point being N. 28° 00' W. 33.8 feet, more or less, measured along said property line, from approximate station 25+28.2 on said center line; thence, in a northeasterly direction by a curve to the right with a radius of 670.3 feet, concentric with and 33 feet distant from said center line, 75 feet, more or less, to the southerly property line of the Erie Railroad Company, 48 feet measured radially in a southerly direction from the gauge of the southernmost rail of Erie Railroad Company's main track; thence, in an easterly direction by a curve to the left, concentric with and 48 feet distant from the gauge of said southernmost rail, 445 feet, more or less, to the westerly line of the "Hatch Crossing", so called; thence, in a southerly direction, along the westerly line of said "Hatch Crossing", 13 feet, more or less, to a point 33 feet in a southerly direction by rectangular measurement from the original center line of the Wellsville, Coudersport and Pine Creek Railroad Company; thence, in a westerly direction, parallel to, concentric with and 33 feet distant from said original center line, 480 feet, more or less, to the westerly line of the second parcel of land acquired from Aaron Healy as aforesaid; thence, along said westerly line N. 28° 00' E., 67.6 feet, more or less, to the point of beginning, containing 0.37 acres of land, more or less; SUBJECT, HOWEVER, to all public and private ways and easements for wire and pipe lines; and SUBJECT, PARTICULARLY, to that certain license dated January 11, 1905, from the Buffalo & Susquehanna Railway Company, granting to Wellsville Improvement Company the right to lay and maintain three several tile drains or sewers under the tracks and across the lands of said Railway at Engineering Stations 24+55, 25+55 and 27+75, and intending to include 0.01 acre parcel of land as conveyed by the Wellsville, Coudersport and Pine Creek Railroad Company to The Air Preheater Corporation by deed dated June 15, 1945.

EXCEPTING AND RESERVING from the above described Parcel 1, all lands and/or easements conveyed by The Air Preheater Corporation or its predecessors in interest to the State of New York for Flood Control Projects on Dykes Creek, Wellsville, New York.

Being the same premises conveyed in a Deed from Wellsville, Coudersport and Pine Creek Railroad Company to The Air Preheater Corporation, dated July 27, 1950, and recorded August 4, 1950, in Allegany County Clerk's Office in Liber 439 of Deeds at Page 411.

Parcel 2:

(a) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Wellsville, County of Allegany, State of New York, on the northerly side of Hanover Street, known as part of Great Lot Number Four (4), Willing and Francis Tract, Township 2, Range 1, Morris Reserve, bounded and described as follows: Begin at the most northwest corner of premises described in a Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye dated May 28, 1954, and recorded June 1, 1954, in Allegany County Clerk's Office in Liber 478 of Deeds at Page 14, said point of beginning is also the most southwesterly corner of lands owned by Baldini, (formerly Keefe); thence in a northeasterly direction along the southerly bounds of said lands of Baldini a distance of sixty-two feet (62'), more or less, to the most northwesterly corner of lands of Abbey, said corner also being the northwesterly corner of lands conveyed by Harry Abbey and wife to The Air Preheater Company, a division of Combustion Engineering, Inc. by Deed dated July 26, 1962; thence in a southeasterly direction along the westerly bounds of lands of Abbey a distance of one hundred twenty-five feet (125') to a point; thence in a southwesterly direction and parallel or nearly parallel with the North line of the premises described in the aforesaid Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye and being the southerly line of lands of Baldini a distance of sixty-two (62') feet, more or less, to the most westerly line of lands described in the aforesaid Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye, said point also being on the easterly bounds of lands being conveyed by Grastorf to The Air Preheater Company, a Division of Combustion Engineering, Inc.; thence in a northwesterly direction along the westerly bounds of the premises described in the aforesaid Deed and the easterly line of premises conveyed by Grastorf to The Air Preheater Company a distance of one hundred twenty-five feet (125') to the place of beginning. Being the northerly portion of the premises described in a Deed from Doris Nye Barber to Eugene G. Nye and Veronica G. Nye, dated May 28, 1954, and recorded June 1, 1954, in Allegany County Clerk's Office in liber 478 of Deeds at Page 14.

SUBJECT to a Right of Way of Sewer over a strip of land one rod wide across the above described premises as described and set forth in the Deed from Lyle Nye and Doris Nye, his wife, to Village of Wellsville, Dated November 1937, and recorded November 12, 1937, in Allegany County Clerk's Office in Liber 327 of Deeds at Page 404.

Being the same premises described in a Deed from Eugene G. Nye and Veronica G. Nye to The Air Preheater Company, a division of Combustion Engineering, Inc. dated July 26, 1962, and recorded in Allegany County Clerk's Office in Liber 547 of Deeds at Page 692.

(b) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Wellsville, County of Allegany and State of New York, being part of Great Lot #4, of the Willing and Francis Tract, and bounded and described as follows: Commence at a point in the center of South Main Street, two hundred thirty-two (232) feet south forty-one degrees forty-seven minutes (41° 47') east of an iron pin marking the junction of the center lines of East Dyke Street and South Main Street; thence in a northeasterly direction along the southeasterly bounds of lands formerly of Sylor, later Moore Union, one hundred twenty-five feet (125') to the southeasterly corner of said lands formerly of Sylor, later Moore Union; thence in a northwesterly direction along the northeasterly bounds of lands formerly of Sylor, later Moore Union, forty feet (40') to the southeasterly bounds of lands formerly of Stannard, later of Saunders, occupied and used as service station property; thence in a northeasterly direction along the southeasterly bounds of lands formerly of Stannard, later of Saunders, nineteen feet (19') to the southeasterly corner of said premises; thence north fifty-five degrees forty-eight minutes (55° 48') east along the southeasterly bounds of lands formerly of Clair, now of Whiteford, one hundred thirteen feet (113') to lands of Lynch; thence south thirty-one degrees fifty-two minutes (31° 52') east along the southwesterly bounds of lands of Lynch; ninety-seven feet (97') to the southwesterly corner of lands of Lynch; thence north fifty-five degrees forty-eight minutes (55° 48') east along the southeasterly bounds of lands of Lynch, sixty feet (60') to

the southeasterly corner of lands of Lynch; thence in a northwesterly direction and along the northeasterly bounds of lands of Lynch four feet (4') to the southwesterly corner of lands of Ross; thence north sixty-seven degrees twenty-eight minutes (67° 28') east along the southeasterly bounds of lands of Ross and the southeasterly bounds of lands formerly of Adams, now Ross, approximately one hundred thirty, plus or minus, feet (130±') to a point, which is the most northwesterly corner of lands of Eugene Nye; thence south twenty degrees thirteen minutes (20° 13') east, two hundred seventy-eight feet (278') along lands of Nye to a point; thence south sixty-six degrees twenty-five minutes (66° 25') west eighty-four and six tenths feet (84.6') to a point, which is the most northwesterly corner of lands of McNey; thence north twenty-six degrees twenty-nine minutes (26° 29') west one hundred ninety-two and seven tenths feet (192.7') to the most northeasterly corner of lands formerly of Rauber, now Donovan; thence south sixty-seven degrees thirty-one minutes (67° 31') west one hundred sixty-seven feet (167') along the northwesterly bounds of lands formerly of Rauber, now Donovan, to a point at the southeasterly corner of lands formerly owned by Downer; thence north twenty-eight degrees fifty-seven minutes (28° 57') west forty-five feet (45') to the most northeasterly corner of lands formerly of Downer; thence south sixty-seven degrees thirty-one minutes (67° 31') west one hundred seventy-eight feet (178') to the center of South Main Street; thence north forty-one degrees forty-seven minutes (41° 47') west and along the center of South Main Street thirty-six, plus or minus feet (36±') to the place of beginning.
ALSO, granting unto the party of the second part, its successors and assigns, all the right, title and interest of the first parties in and to a strip of land sixteen feet in width extending in a northwesterly direction from Hanover Street to the lands and premises above described, eight feet of which sixteen foot strip are situated on the westerly side of lands formerly owned by Rathbone, later by Allen, and eight feet of which are situated on lands formerly owned by Stout, now owned by McNey, but SUBJECT to the use of said sixteen foot strip as a right of way for its use in common with the adjoining property owners, their heirs, distributees and assigns, as reserved in a Deed from John W. Grastorf and wife to Charlotte Baker, recorded November 27, 1914, in Liber 227 of Deeds at Page 3, and in a Deed from John W. Grastorf and wife to Edgar Stout recorded December 11, 1916, in Liber 235 of Deeds at Page 175, both in Allegany County Clerk's Office, said sixteen foot right of way running from Hanover Street northerly to a portion of the premises above described.

ALSO, granting unto the party of the second part, its successors and assigns, a right of way eight feet (8') in width from the center of South Main Street along the northerly side of lands formerly of Downer and fronting on South Main Street to the rear of said premises formerly of Downer, with said right of way to be used in common by the party of the second part, its successors and assigns, and with said Downer, his heirs, distributees and assigns, as a means of ingress, egress and regress to and from said lands and premises of the parties of the first part above described, together with the right to lay water, gas and sewer lines in and under said right of way and the right to erect poles thereon for the purpose of carrying telephone and electric wires and for any other purpose for which streets are now, or in the future may be used, together with the right to dedicate such eight foot (8') strip, together with other lands adjoining the same on the north side thereof and hereby conveyed for street and highway purposes, with said right of way to be kept free, open and unobstructed at all times, but SUBJECT, however, to a similar right of way eight feet (8') in width from South Main Street adjoining the above described right of way on the northerly side, on, over and across the lands and premises above described, extending from South Main Street north sixty-seven degrees thirty-one minutes (67° 31') east one hundred seventy-eight feet (178') to the northeasterly corner of said lands now or formerly of Downer, such right of way to form a driveway sixteen feet (16') in width and is to be used in common by said Downer, his heirs, distributees and assigns, and said party of the second part, its successors and assigns, as set forth in a Deed from Elizabeth Grastorf to Arthur H. Downer and wife dated March 22, 1943, and recorded in Allegany County Clerk's Office in Liber 359 of Deeds at Page 169.

The above described premises are subject to the following:

(a) A pipe line right of way to lay, maintain, operate, replace, repair and remove a pipeline, granted by John W. Grastorf to Empire Gas and Fuel Company Ltd., its successors and assigns, and subject to the terms thereof as set forth in Right of Way

Agreement dated December 30, 1932, and recorded January 6, 1933, in Allegany County Clerk's Office in Liber 302 of Deeds at Page 348; and

(b) A Right of Way for Sewer from John W. Grastorf to Village of Wellsville, conveying an easement or right of way over a strip of land one rod wide, described and set forth in an instrument dated October 30, 1937, and recorded November 5, 1937, in Allegany County Clerk's Office in Liber 328 of Deeds at Page 556.

Being the same premises described in a Deed from John E. Grastorf and C. William Grastorf as Executors of the Last Will of John W. Grastorf to John E. Grastorf and C. William Grastorf by Executor's Deed dated November 10, 1941, and recorded February 20, 1942, in Allegany County Clerk's Office in Liber 354 of Deeds at Page 48.

Also, being the same premises described in a Deed from John E. Grastorf and C. William Grastorf to The Air Preheater Company, a division of Combustion Engineering Inc. dated July 26, 1962, and recorded August 1, 1962, in Allegany County Clerk's Office in Liber 547 of Deeds at Page 481.

(c) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of Wellsville, County of Allegany, State of New York, on the northerly side of Hanover Street, known as part of Great Lot Number Four (4), Willing and Francis Tract, Township 2, Range 1, Morris Reserve, bounded and described as follows: Commence at the most northwest corner of lands conveyed in a Deed from Emma F. Weinman to Harry Abbey and Irene E. Abbey, dated November 1, 1930, recorded November 15, 1930, in Allegany County Clerk's Office in Liber 291 of Deeds at Page 237, which point is on the south line of lands formerly of Keefe, now Baldini, and which point is also the northeasterly corner of lands of Nye; thence in a northeasterly direction along the southerly line of lands of Baldini a distance of seventy feet (70'), more or less, to the most northwest corner of lands formerly of John Lestner; now Colegrove; thence in a southeasterly direction along the easterly line of lands of Abbey, described in the aforesaid Deed, and the westerly line of lands of Colegrove, a distance of one hundred twenty-five feet (125') to a point; thence at right angles to the last mentioned line and parallel or nearly parallel with the north line of said lands of Abbey a distance of seventy feet (70') more or less, to a point in the westerly bounds of said lands of Abbey, described in the aforesaid Deed, the same being the east bounds of lands of Nye; thence in a northwesterly direction along the east bounds of Nye and west bounds of Abbey a distance of one hundred twenty-five feet (125') to the place of beginning.

Being the northerly portion of lands described in the aforesaid deed from Emma F. Weinman in Harry Abbey and Irene E. Abbey, recorded in Liber 291 of Deeds at Page 237, in Allegany County Clerk's Office as aforesaid.

SUBJECT to a Right of Way for Sewer over a strip of land one rod wide across the above described premises as described and set forth in the Deed from Harry Abbey and Irene Abbey, his wife, to Village of Wellsville, dated November 9, 1937, and recorded November 10, 1937, in the Allegany County Clerk's Office in Liber 327 of Deeds at Page 396.

Being the same premises described in a Deed from Harry Abbey and Irene E. Abbey to The Air Preheater Company, a division of Combustion Engineering, Inc., dated July 26, 1962, and recorded August 10, 1962, in Liber 547 of Deeds at Page 690, in the Allegany County Clerk's office.

Parcel 3:

(a) ALL THAT PIECE OR PARCEL OF LAND, lying and situate in the Town of Wellsville, County of Allegany, State of New York, being a portion of Great Lot No. 22, Schermerhorn Tract, Township Two, Range One, Morris Reserve, bounded and described as follows: Beginning at a point on the north bounds of the Erie Railroad Company at the southwest corner of the lands now or formerly owned by Edward C. Rogers, said point of beginning being fifty-four and twenty-nine hundredths feet (54.29') free, and at right angles to the gauge line of the north rail two hundred thirty-five and eight tenths feet (235.8') southwest along said gauge line from the face of the west backwall of Erie

Railroad bridge No. 354-94, thence from the point of beginning south sixty-four degrees five minutes (64° 05') west along the north bounds of said railroad two hundred sixty-three feet (263'); thence north seven degrees forty-five minutes (7° 45') east forty and eighty-five hundredths feet (40.85'); thence continuing along north bounds of said railroad south sixty-four degrees five minutes (64° 05') west six hundred sixty-seven and eighty-four hundredths feet (667.84') to the north bounds of lands now or formerly owned by Hile; thence north eighty-eight degrees three minutes (88° 03') west along said north bounds of Hile eleven hundred fifty and thirty-two hundredths feet (1150.32') to the southwest corner of lands heretofore conveyed to Walter E. and Adelaide M. Wightman; thence along the east bounds of lands of Wightman north nine degrees nineteen minutes (9° 19') west one hundred thirty and fifteen hundredths feet (130.15') to the northeast corner; thence south eighty degrees eleven minutes (80° 11') west along the north bounds of lands of Wightman one hundred eighty-one and thirty-three hundredths feet (181.33') to the east bounds of the former Wellsville-Andover State Highway; thence along said bounds of highway north seven degrees forty-two minutes (7° 42') east seventy-seven and sixty-nine hundredths feet (77.69'); thence curving to the east with a radius of five hundred seventy-four feet (574') along the bounds of said former state highway six hundred ninety-five and thirty-four hundredths feet (695.34') to the south bounds of the present Wellsville-Andover State Highway; thence along said south bounds of highway north seventy-nine degrees seven minutes (79° 07') east five hundred seventy-seven and thirty-eight hundredths feet (577.38'), north seventy-six degrees twenty-two minutes (76° 22') east three hundred eighty-one and seventy-six hundredths feet (381.76'), and north seventy-one degrees two minutes (71° 02') east one hundred sixty-one and ninety-one hundredths feet (161.91') to the northwest corner of lands heretofore conveyed to Arthur and Ivs Saunders; thence along the southwest bounds of the lands of Saunders south twenty-three degrees sixteen minutes (23° 16') east sixty-nine and seventy-five hundredths feet (69.75'). south fifty-nine degrees fifty-four minutes (59° 54') east eighty-one and sixty hundredths feet (81.60'), south fifty-one degrees forty-one minutes (51° 41') east one hundred ninety-four and five hundredths feet (194.05'), south seventy-one degrees forty-five minutes (71° 45') east two hundred sixty and seventy hundredths feet (260.70') and south eighty-five degrees forty-five minutes (85° 45') east ninety-one and seventy-four hundredths feet (91.74') to the southeast corner of the lands of Saunders, the last mentioned point being on the west line of the lands above mentioned as now or formerly owned by Edward C. Rogers; and thence south twenty-three degrees thirty-eight minutes (23° 38') east along side west bounds of lands of Rogers three hundred seventy-four and thirty hundredths feet (374.30') to the point of beginning, containing thirty-four and nine hundred seventy-seven thousandths (34.977) acres, more or less. Bearings refer to the Magnetic Meridian of March, 1948.

Also hereby granting and conveying unto second party, its successors and assigns, all of first party's rights, title and interest, if any, in and to the lands and premises lying westerly of the above described lands and premises to the center of the old highway formerly known as "Dykes Creek Road" and later known as "Wellsville-Andover State Highway, Route #17", and also hereby granting and conveying unto second party, its successors and assigns, all of first party's rights, title and interest in and to the lands and premises lying north of the lands hereby conveyed to the center of the said old "Wellsville-Andover Highway".

This conveyance is made subject to the following rights of way and easements, to wit:

1. A perpetual easement in the County of Allegany as shown on map No. 2.15 relating to State Highway 5481, completed March 19, 1940, being a parcel lying adjacent to the highway and near the bridge under the highway and on both sides of the creek.

2. A right of way to lay, maintain and operate pipe lines and erect, maintain and operate a telegraph line over and thru the above described lands along the route where the pipe lines are now maintained, and on a strip of ground not exceeding one (1) rod in width.

Being the same premises described in a Deed from Fred C. Shear to The Air Preheater Corporation, dated March 26, 1948, and recorded April 1, 1948, in Allegany County Clerk's Office in Liber 412 of Deeds at Page 263.

(b) ALL THAT TRACT OR PARCEL OF LAND, in the Town of Wellsville, County of Allegany, State of New York, on Great Lot 22, Township 2, Range 1, Morris Reserve, described and bounded as follows:

Beginning in the northwest corner of lands formerly owned by Walter E. and Adelaid M. Wightman, at a point of intersection of a curve in the easterly boundary of the present town highway; thence northerly along the easterly boundary of said highway on a curve to the right, whose radius is 1042 feet, a distance of 176.90 feet to point of tangency; thence continuing along the easterly boundary of the town highway N 6° 05' E, 262.30 feet to an iron pin set in concrete; thence N 43° 07' E, 156.75 feet to an iron pin set in concrete, which is 50 feet south of the southerly boundary of the new Wellsville-Andover State Highway, Re - S.N. 5481; thence N 80° 24' E, parallel to the southerly boundary of said State Highway and a distance of 50 feet therefrom for a distance of 78.46 feet to an iron pin set in concrete, which is at a point of intersection with a curve which was the easterly boundary of the former State Highway S.N. 5481; thence southwesterly along this curve to the left, which was the easterly boundary of the former State Highway, a distance of 545.89 feet, whose radius is 574 feet, to a point of intersection; thence S 7° 42' W, a distance of 77.69 feet to the point of beginning, thus inclosing thirty-two hundredths (.32) acres of land.

Being the same premises conveyed in a Deed from Fred C. Shear to Air Preheater Corporation, dated November 8, 1951, and recorded November 9, 1951, in Allegany County Clerk's Office in Liber 452 of Deeds at Page 509.

(c) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Wellsville, County of Allegany and State of New York being a portion of Great Lot #22, Township 2, Range 1, Schuyverhorn Tract, Morris Reserve, COMMENCING at a point in the center of the so-called Wellsville-Andover Highway north of a bridge crossing Dyke Creek and where the northerly boundary line of lands heretofore deeded by Joseph Hastings to Harlan Hile and wife intersects or meets the center line of said highway; running thence northerly along the center of said highway a distance of ninety (90) feet to a point; thence easterly a distance of approximately two hundred five (205) feet, more or less, to a point, which point is one hundred thirty (130) feet northerly from an iron stake in the northerly boundary line of lands owned by Harlan Hile and wife; thence southerly a distance of one hundred thirty (130) feet to the iron stake in the northerly boundary line of the Hile lands aforesaid; thence westerly along the northerly boundary line of the lands of the said Hile a distance of two hundred twenty-three and thirteen hundredths (223.13) feet, more or less, to the place of beginning.

This conveyance is made subject to any easement or easements heretofore granted to any public utility Company and/or corporation.

Being the same premises conveyed to Walter E. Wightman and Adelaide M. Wightman by Fred C. Shear by deed dated July 23, 1945, recorded in the office of the County Clerk of Allegany County, August 1st, 1945, in Liber 375 of deeds at page 48, and the grantors hereby grant and convey unto the grantee, its successors and assigns, in addition to the lands and premises above described, all of the grantor's rights, interests and remedies under and by virtue of certain restrictive covenants contained in the deed from the said Fred C. Shear to Walter E. Wightman and Adelaide M. Wightman, to the and that the grantee shall have, hold, own and enjoy the lands and premises herein described, free and clear and discharged of all restrictions.

Being the same premises conveyed in a Deed from Walter E. Wightman and Adelaide M. Wightman to The Air Preheater Corporation, dated June 29, 1948, and recorded July 30, 1948, in Allegany County Clerk's Office in Liber 416 of Deeds at Page 296.

(d) ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Wellsville, County of Allegany, State of New York, on Lot 22, Township 2, Range 2, Morris Reserve, bounded and described as follows: Beginning at an iron pin set in cement in the easterly bounds of an existing town highway, said iron pin being 150 feet southerly from the southerly bounds of the Reconstructed Wellsville - Andover State Highway No. 5481 said 150 feet being measured along the easterly bounds of said town highway on a course running south 6° 05' west; thence north 43° 07' east a distance of 156.75 feet to an iron

(b) ALL THAT TRACT OR PARCEL OF LAND, in the Town of Wellsville, County of Allegany, State of New York, on Great Lot 22, Township 2, Range 1, Morris Reserve, described and bounded as follows:

Beginning in the northwest corner of lands formerly owned by Walter E. and Adelaid M. Wightman, at a point of intersection of a curve in the easterly boundary of the present town highway; thence northerly along the easterly boundary of said highway on a curve to the right, whose radius is 1042 feet, a distance of 176.90 feet to point of tangency; thence continuing along the easterly boundary of the town highway N 6° 05' E, 262.30 feet to an iron pin set in concrete; thence N 43° 07' E, 156.75 feet to an iron pin set in concrete, which is 50 feet south of the southerly boundary of the new Wellsville-Andover State Highway, Re - S.N. 5481; thence N 80° 24' E, parallel to the southerly boundary of said State Highway and a distance of 50 feet therefrom for a distance of 78.40 feet to an iron pin set in concrete, which is at a point of intersection with a curve which was the easterly boundary of the former State Highway S.N. 5481; thence southwesterly along this curve to the left, which was the easterly boundary of the former State Highway, a distance of 545.89 feet, whose radius is 574 feet, to a point of intersection; thence S 7° 42' W, a distance of 77.69 feet to the point of beginning, thus inclosing thirty-two hundredths (.32) acres of land.

Being the same premises conveyed in a Deed from Fred C. Shear to Air Preheater Corporation, dated November 8, 1951, and recorded November 9, 1951, in Allegany County Clerk's Office in Liber 452 of Deeds at Page 509.

(c) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Wellsville, County of Allegany and State of New York being a portion of Great Lot #22, Township 2, Range 1, Schermerhorn Tract, Morris Reserve; COMMENCING at a point in the center of the so-called Wellsville-Andover Highway north of a bridge crossing Dyke Creek and where the northerly boundary line of lands heretofore deeded by Joseph Hastings to Harlan Hile and wife intersects or meets the center line of said highway; running thence northerly along the center of said highway a distance of ninety (90) feet to a point; thence easterly a distance of approximately two hundred five (205) feet, more or less, to a point, which point is one hundred thirty (130) feet northerly from an iron stake in the northerly boundary line of lands owned by Harlan Hile and wife; thence southerly a distance of one hundred thirty (130) feet to the iron stake in the northerly boundary line of the Hile lands aforesaid; thence westerly along the northerly boundary line of the lands of the said Hile a distance of two hundred twenty-three and thirteen hundredths (223.13) feet, more or less, to the place of beginning.

This conveyance is made subject to any easement or easements heretofore granted to any public utility Company and/or corporation.

Being the same premises conveyed to Walter E. Wightman and Adelaide M. Wightman by Fred C. Shear by deed dated July 23, 1945, recorded in the office of the County Clerk of Allegany County, August 1st, 1945, in Liber 375 of deeds at pats 48, and the grantors hereby grant and convey unto the grantee, its successors and assigns, in addition to the lands and premises above described, all of the grantor's rights, interests and remedies under and by virtue of certain restrictive covenants contained in the deed from the said Fred C. Shear to Walter E. Wightman and Adelaide M. Wightman, to the end that the grantee shall have, hold, own and enjoy the lands and premises herein described, free and clear and discharged of all restrictions.

Being the same premises conveyed in a Deed from Walter E. Wightman and Adelaide M. Wightman to The Air Preheater Corporation, dated June 29, 1948, and recorded July 30, 1948, in Allegany County Clerk's Office in Liber 416 of Deeds at Page 296.

(d) ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Wellsville, County of Allegany, State of New York, on Lot 22, Township 2, Range 2, Morris Reserve, bounded and described as follows: Beginning at an iron pin set in cement in the easterly bounds of an existing town highway, said iron pin being 150 feet southerly from the southerly bounds of the Reconstructed Wellsville - Andover State Highway No. 5481 said 150 feet being measured along the easterly bounds of said town highway on a course running south 6° 05' west; thence north 43° 07' east a distance of 156.75 feet to an iron

Parcel 6:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Wellsville, County of Allegany and State of New York, being part of Great Lot No. Fifty (50), Township Second, Range First, Morris Reserve, on the Willing and Francis Tract, and part of Great Lot No. Twenty-two (22), of the Schermerhorn Tract, in same Township and Range, described as follows:

Commencing at the intersection of Dykes Creek with the south boundary of the Erie Railroad Company lands and running from thence northerly sixty (60) degrees east, along the south bounds of Erie Railroad Company lands, eighty-five (85) rods to a stake: thence south four (4) degrees west, thirty-six (36) rods to the south line of Lot No. Twenty-two (22); thence along the south line of Lot #22, north eighty-six degrees (86°) west, thirteen (13) rods to the northeast corner of Lot #50; thence south along the east line of Lot #50, twenty-nine (29) rods to the center of Dykes Creek; thence down the center of Dykes Creek and along the center thereof, south sixty-five and one-half (65 1/2) degrees west, five and ten-hundredths (5.10) chains; north sixty and one half (60 1/2) degrees west, four and twenty-five hundredths (4.25) chains, north forty-two (42) degrees west, five and twenty-five hundredths (5.25) chains; north eighty-one (81) degrees west to the place of beginning, containing fourteen and one-half (14 1/2) acres of land.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate and being in the Town of Wellsville, County of Allegany and State of New York, and described as follows: Being a portion of Great Lot # 22 of the Schermerhorn Tract in Township Second, Morris Reserve and described as follows:

Beginning at the intersection of the west line of the premises formerly known as the Wm. C. Millard Farm with the south boundary of lands of Erie Railroad Company, and running thence south along the west line of the said lands formerly known as the Millard Farm, nine (9) chains to the south bounds of the Schermerhorn Tract; thence east along said south bounds of lands of Erie Railroad Company, twenty-one (21) chains to a stake; thence north four (4) degrees east, as the needle pointed in 1878, twenty-three (23) chains, twenty-five (25) links to the south bounds of Erie Railroad Company lands; thence south sixty-two (62) degrees west along said Erie Railroad Company lands to the place of beginning, containing thirty-three three-fourths (33 3/4) acres, more or less, together with the right of way from said lands to the Andover and Dykes Creek road from a point near the culvert on the Erie Railroad Company lands as granted to Jane Dillon by Andrew Millard and Mary A. Gowdy and Frank Gowdy, her husband, by deed recorded in Allegany County Clerk's Office in Liber 107 at page 328, the courses and distances in the above description being those in a certain deed from Jane Dillon and Timothy Dillon, her husband, to the United Pipe Line, dated Nov. 24, 1882, and recorded in the Office of the Clerk of the County of Allegany in Liber 127 of Deeds at Page 225. EXCEPTING and RESERVING to the National Transit Company, its successors and assigns, the right of way to lay, maintain, operate and remove and repair pipe lines and telegraph lines if the same shall be found necessary, over and through the said described lands, and also EXCEPTING and RESERVING to the United Natural Gas Company, its successors and assigns, the right to maintain, operate repair and remove the six inch gas line now on said premises.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Wellsville, County of Allegany and State of New York, commencing at an iron post in the center of the highway leading across Dykes Creek at a point, a short distance from the southwest corner of the lands purchased by Beebe of the National Transit Company; thence east on a straight line opposite the second angle in the south line of the said lands as purchased by Beebe from the National Transit Company, to an iron post; thence south to the said second angle and south line of lands so purchased by Beebe from National Transit Company; thence west on the south line of said lands so purchased by the said Beebe from National Transit Company, to the center of the highway first mentioned; thence north on the center of said highway to the place of beginning, be the same more or less.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Wellsville, County of Allegany and State of New York, known as part of Great Lot #51

in Township Second, Range First, Morris Reserve, Willing and Francis Tract, and being that part of said lot bounded and described as follows: Commencing at the northeast corner of lands deeded by Phoebe E. June to Phoebe Ripenbark, running thence northerly to the lot line of said lot and to the southeast corner of the lands hereinabove described; bounded on the north and west by the north and west lines of said lot, and south by the Phoebe Ripenbark lot aforesaid, said being about two (2) acres of lands in the northwesterly corner of said Lot #51.

It being intended to convey all of the premises conveyed by Joseph A. Hastings to Harlan G. Hile and Rachel E. Hils, his wife, by Warranty Deed dated the 15th day of July, 1941 and recorded in the office of the Clerk of the County of Allegany on the 19th day of July, 1941 in Liber 350 of Deeds at Page 537. Said premises, according to the Allegany County Real Property Tax Office consists of approximately 57 acres of land, bounded on the north by The Air Preheater Company, Inc. and lands of the Erie Lackawanna Railroad Company; on the east by lands of Joyce; on the south by the north line of Great Lot #51, lands of Carlin, the center line of Dykes Creek and lands of Mary E. Rogers; and on the west by lands of Mary E. Rogers and the center line of Truax road with approximately ninety-three feet (93) of frontage on said road.

The within Deed is given subject to such valid easements or rights of way of record which may have heretofore been given for public utility or pipe line purposes.

Being the same premises conveyed in a Deed from Harlan G. Hile and Rachel E. Hile, his wife to Air Preheater Company, Inc., dated March 21, 1978, and recorded in Allegany County Clerk's Office in Liber 729 of Deeds at Page 302.

Parcel 7:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Wellsville, County of Allegany and State of New York, and known as part of Great Lot No. 22, is Township Second, Range First of the Morris Reserve, and on the Schermerhorn Tract, and also a part of Great Lot No. 50 of the Willing and Francis Tract, and described as follows.

Begin in the center of the highway crossing Dyke's Creek on said lots, and at the northwest corner of the old Hamilton Mill Reservation, and run thence North 80 Degrees East, along the north line of said Mill Lot, 3 chains 80 links to a stake; thence South four degrees East 3 chains and 5 links to a stake near the north bank of Dykes Creek; thence South 80 degrees West 3 chains, 64 links to the center of the highway, on the old Bridge; thence North 7 3/4 degrees West 3 chains, 5 links to the place of beginning.

ALSO, a strip two rods wide along the north side of the above strip, and partly on said Lot No. 22.

Being the same premises conveyed by Ruth Adams Allen to Cary Rogers and Mary Rogers, his wife by deed dated the 28th day of November, 1959 and recorded in the Office of the Clerk of the County of Allegany on the 15th day of December, 1953 in Liber 473 of Deeds at Page 359. It is intended to hereby convey all of the premises owned by the said Mary E. Rogers bounded north and east by lands of Harlan G. Hile and Rachel E. Hile, his wife: on the south by lands of Hile and Dykes Creek; and on the west by Truax Road, also known as the old Andover Road.

The within Deed is given subject to such valid easements or rights of way of record which may have heretofore been given for public utility or pipe line purposes.

Being the same premises conveyed in a Deed from Mary B. Rogers to Air Preheater Company, Inc., dated March 21, 1978, and recorded in Allegany County Clerk's Office in Liber 729 of Deeds at Page 300.

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Allegany County Industrial Development Agency
Street 6087 NYS Route 9N, Suite 100, Crossroad Ctr.
City Belmont, New York 14813
Telephone no. Day (585) 268-7445
Evening ( )
Contact Craig R. Clark, PE, PhD.
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Arvos Ljungstrom LLC
Street 3020 Truax Road
City Wellsville, New York 14895
Telephone no. Day ( ) (585) 596-2757
Evening ( )
Contact Gregory C. Muscato
Title Authorized Officer

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year) portion of Tax Map Number 226.-1-28
b. Street address 3020 Truax Road
c. City, Town or Village Town of Wellsville
d. School District Wellsville CSD
e. County Allegany
f. Current assessment
g. Deed to IDA (date recorded; liber and page)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) manufacturing facility
b. Type of construction renovation
c. Square footage 253,400
d. Total cost $10,697,106
e. Date construction commenced
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2037

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Pursuant to the attached Payment in Lieu of Tax Agreement
b. Projected expiration date of agreement December 31, 2037

c. Municipal corporations to which payments will be made

	Yes	No
County Allegany	☒	☐
Town/City Wellsville	☑	☐
Village	☐	☑
School District Wellsville	☑	☐

d. Person or entity responsible for payment

Name Arvos Ljungstrom LLC
Title
Address 3020 Truax Road
Wellsville, New York 14895

e. Is the IDA the owner of the property? ☐ Yes ☑ No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.
Telephone (585) 596-2757

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☐ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, [signature] (Name), Authorized Officer (Title) of Allegany County Industrial Development Agency (Organization) hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

10/ 27 /2022
Date

[signature]
Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
3a. Agreement (or extract) date _____
3b. Projected exemption expiration (year) _____,
4. Assessed valuation of parcel in first year of exemption $ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

_____

_____

_____
Date

_____
Assessor's signature

RP-412-a Attachment

5. e. The IDA has a leasehold interest in the property pursuant to a lease to agency dated as of October 1, 2022 (the "Lease to Agency") from the Company to the IDA.