



VIA EMAIL WITH READ RECEIPT

April 11, 2024

Re: Lewis County Industrial Development Agency (the "Agency")

MDBB Enterprises, LLC. (the "Company")
Amended and Restated PILOT Agreement, dated as of January 29, 2014
Notice of Expiration of PILOT Agreement (as of February 28, 2024)
Address: 9539 State Rt. 126, Castorland, NY 13620
TMID Nos.: 129.08-03-01.100

Ladies and Gentlemen:

Pursuant to Section 858(15) of the General Municipal Law ("GML"), please accept this letter from the Lewis County Industrial Development Agency (the "Agency") as a notice of the expiration of that certain Amended and Restated PILOT Agreement (the "PILOT Agreement"), dated as of November 30, 2021, and entered into by the Agency and the Company.

The above-captioned PILOT Agreement expired as of February 28, 2024, with the subject property returning to the taxable roll (Section 8) as of March 1, 2024 in accordance with Section 520 of the Real Property Tax Law ("RPTL"). Please note that the last Authority billing cycle for PILOT Payments was January 15, 2024, and the PILOT Agreement requires the Company to pay full tax equivalents for same starting with the 2024-2025 School fiscal years and the 2024 County, Town and Village fiscal year on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years.

This letter is being transmitted to the Assessor and each Affected Taxing Jurisdiction associated with the Project described within the PILOT Agreement. Please do not hesitate to contact the undersigned with any questions or for additional information.

Very truly yours,

Brittany Davis
Executive Director

Re: MDBB PILOT Expiration Letter

Todd Green <tgreen@brcsd.org>

Wed 4/17/2024 6:17 AM

To: Brittany Davis <brittany@naturallylewis.com>

Cc: Cheyenne Steria <cheyenne@naturallylewis.com>

Thank you Brittany.

Todd G. Green, Superintendent

Beaver River Central School

9508 Artz Rd.

Beaver Falls, NY 13305

(315)346-1211



**Experiencing Today,
Preparing for Tomorrow**

On Tue, Apr 16, 2024 at 9:00 AM Brittany Davis <brittany@naturallylewis.com> wrote:

Affected Taxing Jurisdictions:

Please find attached the PILOT expiration letter for MDBB Enterprises, LLC, for your files.

Let me know if you have any questions.

Thank you!

Brittany Davis

Executive Director

Naturally Lewis

LCIDA / LCDC / Chamber

315.376.3014

naturallylewis.com

CAMPANY, McARDLE & RANDALL, PLLC

CANDACE L. L. RANDALL

KEVIN M. McARDLE, of counsel

THOMAS A. CAMPANY (retired)

7571 S. STATE STREET
PO BOX 311
LOWVILLE, NEW YORK 13367-0311
TELEPHONE (315) 376-9445
FAX (315) 376-9479

LEGAL ASSISTANTS:
CHARLENE FORNEY
CARSON HRITZ

We do not accept service of process via telefax or electronic transmission.

March 15, 2024

County of Lewis IDA
7551 S. State St.
Lowville, NY 13367

Re: MDBB Lease Termination

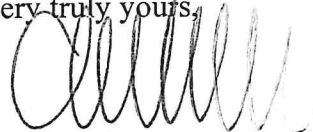
Dear Ladies and Sirs:

I enclose the following in regard to the above-indicated transaction:

- The original recorded Lease Termination.
- An original executed PILOT Termination.
- A copy of the filed deed to Otis Products, Inc.
- An invoice for legal services and disbursements in this matter.

Should you have any questions or concerns please contact our office.

Very truly yours,



Candace L. L. Randall

CR: cf
Enc.



OFFICE OF THE COUNTY CLERK
 LYLE J. MOSER COUNTY CLERK
 7660 NORTH STATE ST, LOWVILLE, NEW YORK 13367

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2024-001506

Receipt#: 2024230085
 Clerk: BP
 Rec Date: 02/29/2024 12:55:15 PM
 Doc Grp: RP
 Descrip: LEASE TERMINATION
 Num Pgs: 4

Party1: COUNTY OF LEWIS INDUSTRIAL
 DEVELOPMENT AGENCY
 Party2: MDBB ENTERPRISES LLC
 Town: CROGHAN
 129.08-03-01.100

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00

Sub Total: 65.50

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 65.50

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 877
 Exempt
 Consideration: 0.00

Total: 0.00

Record and Return To:

CAMPANY, MCARDLE & RANDALL, PLLC
 7571 SOUTH STATE STREET
 PO BOX 311
 LOWVILLE NY 13367-0311

Lyle J. Moser
 Lewis County Clerk



GROUND LEASE AND MEMORANDUM OF REAL ESTATE LEASE TERMINATION AGREEMENT

THIS GROUND LEASE AND MEMORANDUM OF REAL ESTATE TERMINATION AGREEMENT (this "Agreement") is made and entered into between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "Agency"), and MDBB ENTERPRISES, LLC, a New York limited liability company with an office and place of business at 9539 State Rt. 126, Castorland, NY 13620.

RECITALS

1. Agency and MDBB Enterprises, LLC, entered in that certain Lease dated January 29, 2014 (the "Lease"), in connection with the property located in the Village and Town of Croghan, County of Lewis, New York, located at 9801 Bridge Street, which Real Property is more particularly described on Exhibit A attached hereto.

2. In connection with the execution of the Lease, Agency and MDBB Enterprises, LLC executed a Memorandum of Real Estate Lease (the "Memorandum of Lease") dated January 29, 2014 and recorded in the Lewis County Clerk's Office as Instrument No. 2014-000519.

3. MDBB Enterprises, LLC has given notice to the Agency to terminate the Lease pursuant to Section 9.01 upon the terms and conditions more particularly set forth herein.

4. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Lease Termination. Agency and MDBB Enterprises, LLC hereby confirm that effective January 29, 2014 (the "Termination Date"), the Lease shall terminate, whereupon the term of the Lease shall cease and expire as if the Termination Date were the expiration date originally set forth in the Lease.

2. Memorandum of Lease Termination. Agency and MDBB Enterprises, LLC hereby confirm that effective February 28, 2024, the Memorandum of Lease shall terminate as if the Termination Date were the expiration date originally set forth in the Memorandum of Lease.

3. Authority. Each of Agency and MDBB Enterprises, LLC hereby represent to one another that each has full authority to execute this Agreement without the joinder or consent of any other party and that neither party has assigned any of its rights, title or interest in or to the Lease to any other party. Each of Agency's and MDBB Enterprises, LLC's representations contained in this paragraph shall survive the termination of the Lease.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED AS A SEALED INSTRUMENT as of the date first set forth above.

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

By: Joseph R. Lawrence
Name: Joseph R. Lawrence
Title: Chairman

MDBB ENTERPRISES, LLC

By: Mickey Lehman
Name: Mickey Lehman
Title: Chairman, Board of Directors

STATE OF NEW YORK)
COUNTY OF LEWIS)

On this 23 day of February, 2024 before me, the undersigned, personally appeared
JOSEPH R. LAWRENCE

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.

Candace L. L. Randall
Notary Public

CANDACE L. L. RANDALL
Notary Public, State of New York
No. 02RA6277622
Qualified in Lewis County
Commission Expires March 11, 2025

STATE OF NEW YORK)
COUNTY OF LEWIS)

On this 29th day of February, 2024 before me, the undersigned, personally appeared
MICKEY LEHMAN

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.

Candace L. L. Randall
Notary Public

CANDACE L. L. RANDALL
Notary Public, State of New York
No. 02RA6277622
Qualified in Lewis County
Commission Expires March 11, 2025

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Croghan, Town of Croghan, County of Lewis and State of New York, being a part of the First East and First West Thirteenth North Range of the Subdivision of Great Lot No. 5 of Macomb's Purchase, and further described as follows: BEGINNING at the centerline of Bridge Street, being situate North twenty-four (24) degrees forty-five (45) minutes forty-one (41) seconds West, seven hundred nine and eighteen hundredths (709.18) feet from the intersection of the centerlines of said Bridge Street and New York State Route 812; thence south seventy-six (76) degrees ten (10) minutes forty-six (46) seconds west, passing through a capped iron rod set at two hundred thirty-one and nine hundredths (231.09) feet and continuing a total distance of three hundred ninety-one and sixty-three hundredths (391.63) feet to the centerline of Beaver River; thence in a generally westerly and northwesterly direction along the centerline of Beaver River as the centerline winds and turns a distance of five hundred six and eighty hundredths (506.80) feet, being situate north sixty-one (61) degrees forty-eight (48) minutes nine (09) seconds west, four hundred fifty-four and seventy-two hundredths (454.72) feet from the end of the last course; thence north twenty-six (26) degrees thirty-five (35) minutes twenty-six (26) seconds east, passing through an iron pipe found at one hundred and nine hundredths (100.09) feet and an iron pipe found at seven hundred forty-six and seventy-two hundredths (746.72) feet, respectively, and continuing a total distance of seven hundred eighty-eight and thirty hundredths (788.30) feet to the centerline of Bridge Street; thence in a generally southeasterly direction along the centerline of Bridge Street as the centerline winds and turns a distance of nine hundred thirty and eighty-five (930.85) feet to the point of beginning, being situate south twenty-seven (27) degrees twenty-three (23) minutes forty-four (44) seconds east, nine hundred thirty and sixty hundredths (930.60) feet from the end of the last course.

CONTAINING 8.538 acres of land, more or less.

SUBJECT TO the rights of the public in Bridge Street.

ALSO SUBJECT TO an underground utility easement between Beaverite Products, Inc. and Niagara Mohawk Power Corporation, recorded in the Lewis County Clerk's Office in Liber 652 at Page 62 on July 14, 1999.

ALSO EXCEPTING AND RESERVING certain mineral rights and other exceptions and reservations as set forth in Liber 225 of Deeds at Page 422.

TERMINATION OF PAYMENT IN LIEU OF TAX AGREEMENT

THIS TERMINATION OF PAYMENT IN LIEU OF TAX (“PILOT”) AGREEMENT (this “Agreement”) is made and entered into between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the “Agency”), and MDBB ENTERPRISES, LLC, a New York limited liability company with an office and place of business at 9539 State Rt. 126, Castorland, NY 13620.

RECITALS

1. Agency and MDBB Enterprises, LLC, entered in that certain PILOT Agreement dated January 29, 2014 (the “PILOT Agreement”), in connection with the property located in the Village and Town of Croghan, County of Lewis, New York, located at 9801 Bridge Street, which Real Property is more particularly described on Exhibit A attached hereto.
2. MDBB Enterprises, LLC has given notice to the Agency to terminate the PILOT Agreement pursuant to Section 3.1 upon the terms and conditions more particularly set forth herein.
3. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the PILOT Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. PILOT Agreement Termination. Agency and MDBB Enterprises, LLC hereby confirm that effective February 28, 2024 (the “Termination Date”), the PILOT Agreement shall terminate, whereupon the term of the PILOT Agreement shall cease and expire as if the Termination Date were the expiration date originally set forth in the PILOT Agreement.
2. Authority. Each of Agency and MDBB Enterprises, LLC hereby represent to one another that each has full authority to execute this Agreement without the joinder or consent of any other party and that neither party has assigned any of its rights, title or interest in or to the Lease to any other party. Each of Agency’s and MDBB Enterprises, LLC representations contained in this paragraph shall survive the termination of the Lease.
3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED AS A SEALED INSTRUMENT as of the date first set forth above.

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation

By: Joseph R. Lawrence
Name: Joseph R. Lawrence
Title: Chairman

MDBB ENTERPRISES, LLC

By: Mickey Lehman
Name: Mickey Lehman
Title: Chairman Board of Directors

STATE OF NEW YORK)
COUNTY OF LEWIS)

On this 23 day of February, 2024 before me, the undersigned, personally appeared JOSEPH R. LAWRENCE 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.

Candace L. L. Randall
Notary Public

CANDACE L. L. RANDALL
Notary Public, State of New York
No. 02RA6277622
Qualified in Lewis County
Commission Expires March 11, 2025

STATE OF NEW YORK)
COUNTY OF LEWIS)

On this 29 day of February, 2024 before me, the undersigned, personally appeared MICKEY LEHMAN 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.

Candace L. L. Randall
Notary Public

CANDACE L. L. RANDALL
Notary Public, State of New York
No. 02RA6277622
Qualified in Lewis County
Commission Expires March 11, 2025

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Croghan, Town of Croghan, County of Lewis and State of New York, being a part of the First East and First West Thirteenth North Range of the Subdivision of Great Lot No. 5 of Macomb's Purchase, and further described as follows: BEGINNING at the centerline of Bridge Street, being situate North twenty-four (24) degrees forty-five (45) minutes forty-one (41) seconds West, seven hundred nine and eighteen hundredths (709.18) feet from the intersection of the centerlines of said Bridge Street and New York State Route 812; thence south seventy-six (76) degrees ten (10) minutes forty-six (46) seconds west, passing through a capped iron rod set at two hundred thirty-one and nine hundredths (231.09) feet and continuing a total distance of three hundred ninety-one and sixty-three hundredths (391.63) feet to the centerline of Beaver River; thence in a generally westerly and northwesterly direction along the centerline of Beaver River as the centerline winds and turns a distance of five hundred six and eighty hundredths (506.80) feet, being situate north sixty-one (61) degrees forty-eight (48) minutes nine (09) seconds west, four hundred fifty-four and seventy-two hundredths (454.72) feet from the end of the last course; thence north twenty-six (26) degrees thirty-five (35) minutes twenty-six (26) seconds east, passing through an iron pipe found at one hundred and nine hundredths (100.09) feet and an iron pipe found at seven hundred forty-six and seventy-two hundredths (746.72) feet, respectively, and continuing a total distance of seven hundred eighty-eight and thirty hundredths (788.30) feet to the centerline of Bridge Street; thence in a generally southeasterly direction along the centerline of Bridge Street as the centerline winds and turns a distance of nine hundred thirty and eighty-five (930.85) feet to the point of beginning, being situate south twenty-seven (27) degrees twenty-three (23) minutes forty-four (44) seconds east, nine hundred thirty and sixty hundredths (930.60) feet from the end of the last course.

CONTAINING 8.538 acres of land, more or less.

SUBJECT TO the rights of the public in Bridge Street.

ALSO SUBJECT TO an underground utility easement between Beaverite Products, Inc. and Niagara Mohawk Power Corporation, recorded in the Lewis County Clerk's Office in Liber 652 at Page 62 on July 14, 1999.

ALSO EXCEPTING AND RESERVING certain mineral rights and other exceptions and reservations as set forth in Liber 225 of Deeds at Page 422.



OFFICE OF THE COUNTY CLERK
 LYLE J. MOSER COUNTY CLERK
 7660 NORTH STATE ST, LOWVILLE, NEW YORK 13367

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2024-001505

Receipt#: 2024230085
 Clerk: BP
 Rec Date: 02/29/2024 12:55:15 PM
 Doc Grp: RP
 Descrip: DEED
 Num Pgs: 4

Party1: COUNTY OF LEWIS INDUSTRIAL
 DEVELOPMENT AGENCY
 Party2: MDBB ENTERPRISES LLC
 Town: CROGHAN
 129.08-03-01.100

Recording:	
Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00
Sub Total:	<u>315.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>

Total: 315.00
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 876
 Exempt
 Consideration: 0.00
 Total: 0.00

Record and Return To:

CAMPANY, MCARDLE & RANDALL, PLLC
 7571 SOUTH STATE STREET
 PO BOX 311
 LOWVILLE NY 13367-0311

Lyle J. Moser
 Lewis County Clerk



This Indenture,

Made the 23rd day of February, 2024

Between

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY,
7551 S. State St., Lowville, NY 13367

party of the first part,

and

MDBB ENTERPRISES, LLC,
9539 State Rt. 126, Castorland, NY 13620

party of the second part,

Witnesseth that party of the first part, in consideration of One Dollar (\$ 1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, his, her or their heirs and assigns forever,

See annexed Schedule A

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To Have and to Hold the premises herein granted unto the parties of the second part, and unto his, her or their successors, heirs and assigns forever.

In Witness Whereof, the party of the first part has hereunto set hand and seal the day and year first above written.

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Name:

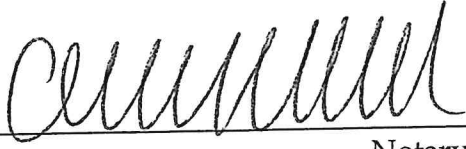
Joseph R. Lawrence

As:

Chairman

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

On this 23rd day of February, 2024 before me, the undersigned, personally appeared
 JOSEPH R. LAWRENCE
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his capacity, and that by his signature on the instrument, the
individual, or the person upon behalf of which the individual acted, executed the
instrument.



Notary Public

CANDACE L. L. RANDALL
Notary Public, State of New York
No. 02286277622
Qualified in Lewis County
Commission Expires March 11, 2025

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Croghan, Town of Croghan, County of Lewis and State of New York, being a part of the First East and First West Thirteenth North Range of the Subdivision of Great Lot No. 5 of Macomb's Purchase, and further described as follows:

BEGINNING at the centerline of Bridge Street, being situate North twenty-four (24) degrees forty-five (45) minutes forty-one (41) seconds West, seven hundred nine and eighteen hundredths (709.18) feet from the intersection of the centerlines of said Bridge Street and New York State Route 812; thence south seventy-six (76) degrees ten (10) minutes forty-six (46) seconds west, passing through a capped iron rod set at two hundred thirty-one and nine hundredths (231.09) feet and continuing a total distance of three hundred ninety-one and sixty-three hundredths (391.63) feet to the centerline of Beaver River; thence in a generally westerly and northwesterly direction along the centerline of Beaver River as the centerline winds and turns a distance of five hundred six and eighty hundredths (506.80) feet, being situate north sixty-one (61) degrees forty-eight (48) minutes nine (09) seconds west, four hundred fifty-four and seventy-two hundredths (454.72) feet from the end of the last course; thence north twenty-six (26) degrees thirty-five (35) minutes twenty-six (26) seconds east, passing through an iron pipe found at one hundred and nine hundredths (100.09) feet and an iron pipe found at seven hundred forty-six and seventy-two hundredths (746.72) feet, respectively, and continuing a total distance of seven hundred eighty-eight and thirty hundredths (788.30) feet to the centerline of Bridge Street; thence in a generally southeasterly direction along the centerline of Bridge Street as the centerline winds and turns a distance of nine hundred thirty and eighty-five (930.85) feet to the point of beginning, being situate south twenty-seven (27) degrees twenty-three (23) minutes forty-four (44) seconds east, nine hundred thirty and sixty hundredths (930.60) feet from the end of the last course.

CONTAINING 8.538 acres of land, more or less.

SUBJECT TO the rights of the public in Bridge Street.

ALSO SUBJECT TO an underground utility easement between Beaverite Products, Inc. and Niagara Mohawk Power Corporation, recorded in the Lewis County Clerk's Office in Liber 652 at Page 62 on July 14, 1999.

ALSO EXCEPTING AND RESERVING certain mineral rights and other exceptions and reservations as set forth in Liber 225 of Deeds at Page 422.



OFFICE OF THE COUNTY CLERK
 LYLE J. MOSER COUNTY CLERK
 7660 NORTH STATE ST, LOWVILLE, NEW YORK 13367

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 325.00

Transfer Tax
 Transfer Tax 0.00

Sub Total: 0.00

Total: 325.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 874
 Exempt
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2024-001502

Receipt#: 2024230083
 Clerk: DH
 Rec Date: 02/29/2024 12:15:17 PM
 Doc Grp: RP
 Descrip: DEED
 Num Pgs: 6

Party1: COUNTY OF LEWIS INDUSTRIAL
 DEVELOPMENT AGENCY
 Party2: OTIS PRODUCTS INC
 Town: WEST TURIN
 338.07-02-03.000
 338.07-02-04.000
 LYONSDALE
 338.08-01-06.000
 ...more

Record and Return To:

CAMPANY, MCARDLE & RANDALL, PLLC
 7571 SOUTH STATE STREET
 PO BOX 311
 LOWVILLE NY 13367-0311

Lyle J. Moser
 Lewis County Clerk



This Indenture,

Made the 23rd day of February, 2024

Between

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY,
7551 S. State St., Lowville, NY 13367

party of the first part,

and

OTIS PRODUCTS, INC.,
6987 Laura St., Lyons Falls, NY 13368

party of the second part,

Witnesseth that party of the first part, in consideration of One Dollar (\$ 1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, his, her or their heirs and assigns forever,

See annexed Schedule A

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To Have and to Hold the premises herein granted unto the parties of the second part, and unto his, her or their successors, heirs and assigns forever.

In Witness Whereof, the party of the first part has hereunto set hand and seal the day and year first above written.

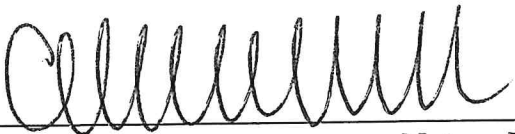
COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

By: Joseph R. Lawrence
Name: Joseph R. Lawrence
As: Chairman

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

On this 23rd day of February, 2024 before me, the undersigned, personally appeared JOSEPH R. LAWRENCE 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.

CANDACE L. L. RANDALL
Notary Public, State of New York
No. 02RA6277622
Qualified in Lewis County
Commission Expires March 11, 2025



Notary Public

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Lyons Falls, Town of Lyonsdale, County of Lewis, State of New York, bounded and described as follows:

COMMENCING at a point of reference in the centerline of Laura Street at its intersection with the division line between the lands of Melanie Law on the northwest and the lands of Small Business Administration on the southeast; thence along said division line the following two (2) courses and distances; N. 51 deg. 47' 8" E. 144.12 feet to an iron pipe found; N. 43 deg. 30' 29" E., 86.56 feet to an iron pipe found, the point of beginning of the premises herein described; thence N. 45 deg. 44' 39" W. 780 feet to an iron pipe found; thence N. 43 deg. 58' 55" E., 28.92 feet to an iron pipe found; thence S. 45 deg. 44' 39" E., 7.56 feet to an iron pipe found; thence S. 43 deg. 30' 29" W., 28.92 feet to the point of beginning. Containing 222 square feet, being 0.005 acres of land.

BEING the same premises conveyed to Otis Products, Inc. by Bernadette A. Law by deed recorded in the Lewis County Clerk's Office on June 5, 1997 in Book 607 of Deeds at page 317.

ALL THAT TRACT OR PARCEL OF LAND being in Lot 253 of Brantingham Tract, Village of Lyons Falls, County of Lewis, State of New York bounded and described as follows:

BEGINNING at a found iron pipe in the lot line between Lot 253 to the west and Lot 254 to the east of the Brantingham Tract, said line also being the Town Line between the Village of Lyons Falls to the west and the Town of Lyonsdale to the east, also being the northeast corner of the lands conveyed to the County of Lewis Industrial Development Agency (Doc. No. 2005-01052); also being the southeast corner of Lot 58 as shown on a map of Part of Lyons Falls showing lots between the rivers as prepared by David C. Cooper, dated February 1927; thence along the north line of the lands of County of Lewis Industrial Development Agency (Doc. 2004-01052) and the centerline of a Marietta Street (undeveloped) as shown on said map, N. 50° 52' 43" W. 300.59 feet to a found limestone monument on the east boundary line of the lands of Melanie Law (L. 586 P. 162) at its intersection with the centerline of 9th Street (undeveloped); thence through the lands of Law and along the centerline of 9th Street the following three courses and distances: 1) N. 39° 46' 53" E. 126.17 feet to a set 5/8" rebar and cap; 2) N. 30° 03' 44" E. 378.84 feet to a set 5/8" rebar and cap; 3) N. 27° 19' 07" E. 129.55 feet to a found limestone monument at the intersection the centerline of Ann Street (undeveloped); thence along said centerline S. 62° 40' 53" E. 33.75 feet to a set 5/8" rebar and cap in the first mentioned Town and Lot line; thence along said lot line S. 10° 05' 02" W. 725.18 feet to the point of beginning, containing 2.27 acres of land.

EXCEPTING a 100' wide utility easement as conveyed to the Northbrook Lyons Falls over an existing electric line running across the northern portion of the above described parcel, as described in Liber 658 of deeds at page 124.

BEING the same premises conveyed to Otis Products, Inc. by Melanie Shugart and Bernadette A. Law by deed recorded in the Lewis County Clerk's Office on August 21, 2008 as Instrument No. 2008-004268.

ALSO, ALL THAT TRACT OR PARCEL OF LAND being in Lot 254 of Brantingham Tract, Town of Lyonsdale, County of Lewis, State of New York, bounded and described as follows:

BEGINNING at a found iron pipe in the lot line between Lot 253 to the west and Lot 254 to the east of the Brantingham Tract, said line also being the town line between the Village of Lyons Falls to the west and the Town of Lyonsdale to the east, also being the northeast corner of the lands conveyed to the County of Lewis Industrial Development Agency (Doc. No. 2005-01052); thence along the Town Line N. 10° 05' 02" E. 725.18 feet to a set 5/8" rebar and cap at the southwest corner of the lands of Northbrook Lyons Falls (L. 658 P. 124); thence along the south boundary line of the lands of Northbrook Lyons Falls S. 62° 48' 59" E. 195.37 feet to a set 5/8" rebar and cap; thence through the lands of Johnson Industries Inc. (Doc. No. 2004-01792) S. 10° 45' 04" W., passing through set 5/8" rebar at the following intervals, 255.55 feet, 275.88 feet, 434.14 feet, for a total distance of 965.59 feet to a set 5/8" rebar and cap at the northeast corner of the lands conveyed to the County of Lewis Industrial Development Agency (Doc. No. 2005-01136); thence along said line the following two courses and distances: 1) N. 17° 06' 17" W. 315.11 feet to a set 5/8" rebar and cap; 2) N. 50° 52' 18" W. 36.04 feet to the point of beginning. Containing 3.47 acres of land.

EXCEPTING a 100' wide utility easement as conveyed to the Northbrook Lyons Falls over an existing electric line running across the northern portion of the above described parcel, as described in Liber 658 of Deeds at page 124.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the Village of Lyons Falls, Town of West Turin, Lewis County, New York, and being a part of Lot 34 in Township Number Four of Constable's Purchase, bounded and described as follows:

BEGINNING at a point in the southeast margin of a railroad right of way leading to the lands of the Gould Paper Company and said point of beginning being 1208.7 feet, measured southeasterly at right angles from the aforementioned lot 34 and 594.66 feet, measured at right angles northeasterly, from the southwest line of Lot 34, and said point of beginning being S. 48° 25' E. and 20.7 feet, measured along the southwest line of Lot No. 24 of "Survey of Village Lots, Lyons Falls, Lewis County, New York, Lot 34, township 4 as surveyed for Harry P. Gould by Wilfred B. Russell, C. E., dated October 22, 1927", from the northwest corner of said Lot; thence N. 38° 30' E. 132.12 feet to a point that is S. 48° 25' E. and 15 feet from the most northerly corner of Lot 25 of aforementioned Village Lots; thence N. 37° 30' E. 46.12 feet to a point that is S. 48° 25' E. and 11 feet from the most northerly corner of Lot 26 of aforementioned Village Lots; thence S. 48° 25' E. along the northeast line of said Lot 26, four (4) feet; thence N. 40° 58' E. 66 feet to a point that is S. 48° 25' E. an 15 feet from the most northerly corner of Lot 27 of aforementioned Village Lots, the four preceding courses being along the railroad right of way; thence S. 48° 25' E. 130 feet, more or less, to the northwest margin of Franklin Street, so-called; thence S. 36° 38' W. along said margin 264.76 feet; thence N. 48° 25' W. 144.3 feet, more or less, to the place of beginning.

It is the intent of the foregoing description to describe Lots 24, 25, 26 and 27 in Block 5 of "Survey of Village Lots, Lyons Falls, Lewis County, New York, Lot 34, Township 4, as surveyed for Harry P. Gould by Wilfred B. Russell, C. E., dated October 22, 1927".

EXCEPTING from said lots, however, a strip of land of varying width off the northwesterly ends of said lots, which the strip is within the bounds of a railroad right of way.

BEING the same premises conveyed to Otis Products, Inc. by Johnson Industries, LLC by deed recorded in the Lewis County Clerk's Office on July 31, 2008 as Instrument No. 2008-003899.

ALSO, ALL THAT TRACT OF PARCEL OF LAND, situate in the Village of Lyons Falls, Town of Lyonsdale, County of Lewis and State of New York, being a part of the Subdivision of Lots No. 55 and 60 as shown on the plan of the "lots Between the Rivers", and of Great Lot No. 253, Brantingham Tract, being more particularly bounded and described as follows:

BEGINNING at a point in the center of Laura Street, said point lying 1642.5 feet southerly along the center of Laura Street from the intersection of Laura Street with the center of Second Street, said center being marked by a limestone monument buried at the intersection and being further described by an iron pipe set at a distance of 129.36 feet easterly from the center of Laura Street, and an iron pipe set at a distance of 129.36 feet westerly from the center of Laura Street, said iron pipes having been set in Sept. 1927, by Wilford B. Russell, Civil Engineer Syracuse, N.Y.;

THENCE running S. 45 deg. W. at right angles to the center of Laura Street along the lands of the Gould Paper Company to a point 253 feet from the center of Laura Street;

THENCE S. 45 deg. E. for a distance of 200 feet to a point, this line running parallel to the center of Laura Street along lands of the Gould Paper Company;

THENCE N. 45 deg. E for a distance of 253 feet to the center of Laura Street, along land of the Gould Paper Company;

THENCE N. 45 deg. W. for a distance of 200 feet along the center of Laura Street to the point of beginning. Described area containing 1.16 acres more or less.

The above described property is also described as follows:

ALL THAT PIECE OR PARCEL OF REAL PROPERTY lying and being in the Village of Lyons Falls, County of Lewis and State of New York, being Lot 9 & 10 of Laura Street Subdivision as prepared for Georgia Pacific Corporation by LaFave, Huntley, White and McGivern dated May 12, 1974 and bounded and described as follows:

COMMENCING at a point of reference in the centerline of Laura Street at its intersection with the centerline of Second Street;

THENCE in a southeasterly direction along the centerline of Laura Street 1642.5 feet to a point on the division line between Lot 8 on the northwest and Lot 9 on the southeast, said lots being part of the aforementioned subdivision;

THENCE S. 51° 38' 21" W. 33.00 feet to a point on the southwesterly bounds of Laura Street, said point being the point of beginning for the premises herein described;

THENCE along said road margin S. 37° 34' 12" E. 200.12 feet to a point on the division line between Lot 10 on the northwest and Lot 11 on the southeast;

THENCE along said division line S. 51° 37' 40" W. 223.74 feet to an iron pipe found;

THENCE along the southwesterly bounds of Lots 9 and 10 of said subdivision the following two (2) courses and distances: N. 37° 31' 35" W. 100.17 feet to an iron pipe found;

THENCE N. 37° 28' 50" W. 99.99 feet to an iron pipe found on the aforementioned division line between Lot 8 on the northwest and Lot 9 on the Southeast;

THENCE along said division line N. 51° 38' 21" E. 223.51 feet to the point of beginning. Containing 1.027 acres of land.

BEING the same premises conveyed to Otis Products, Inc. by Nicholas E. Byrne and Erica A. Byrne by deed recorded in the Lewis County Clerk's Office on June 8, 2009 as Instrument No. 2009-002806.

ALSO, ALL THAT PIECE, PARCEL, OR TRACT OF LAND situate in the Village of Lyons Falls, Town of Lyonsdale, County of Lewis, and State of New York, being a part of the Subdivision of Lot No. 60 as shown on the plan of the "Lots Between the Rivers" and of Great Lot No. 253, Brantingham Tract, being more particularly bounded and described as follows:

BEGINNING at a point in the center of Laura Street, said point lying 1842.5 feet southerly along the center of Laura Street from the intersection of Laura Street with the center of Second Street, said center being marked by a limestone monument buried at the intersection and being further described by an iron pipe set at a distance of 129.36 feet easterly from the center of Laura Street, and an iron pipe set at a distance of 129.36 feet westerly from the center of Laura Street, said iron pipes have been set in September 1927 by Wilford B. Russell, Civil Engineer, Syracuse, N.Y.;

THENCE running S. 45 degrees W. at right angles to the center of Laura Street along the lands of Donald and Donna Moshier to a point 253 feet from the center of Laura Street;

THENCE S. 45 degrees E. for a distance of 120 feet to a point, this line running parallel to the center of Laura Street along lands of the Georgia-Pacific Corporation, (formerly Gould Paper Company);

THENCE N. 45 degrees E. for a distance of 253 feet to the center of Laura Street, along lands of Georgia-Pacific Corporation;

THENCE N. 45 degrees W. for a distance of 120 feet along the center of Laura Street to the point of beginning. The described area containing .70 acres more or less.

BEING the same premises conveyed to Otis Products, Inc. by KENMAX Foundation, Inc. by deed recorded in the Lewis County Clerk's Office on June 8, 2009 as Instrument No. 2009-002805.

BEING the same premises conveyed to County of Lewis Industrial Development Agency by Otis Products, Inc. by deed recorded in the Lewis County Clerk's Office on February 24, 2010 as Instrument No. 2010-000874.