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Party1: ESSEX COUNTY INDUSTRIAL DEV
 AGENCY
 Party2: WILLSBORO TOWN OF
 Town: WILLSBORO

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ESSEX COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

COUNTY OF ESSEX

AND

CHAMPLAIN VALLEY MILLING CORP., INC.

AND

TOWN OF WILLSBORO

AND

WILLSBORO CENTRAL SCHOOL DISTRICT
PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF MAY 1, 2017

RELATING TO THE PREMISES GENERALLY LOCATED ON 19 MEYERS
WAY, TOWN OF WILLSBORO, COUNTY OF ESSEX, NEW YORK.

010-8458-5445/1/AMERICAS

R/R - Essex County Industrial Development Agency

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of May 1, 2017 (the "Payment in Lieu of Tax Agreement") by and between the ESSEX 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 7566 Court Street, Elizabethtown, New York 12996 (the "Agency"), the COUNTY OF ESSEX, a municipal corporation of the State of New York, located at 7551 Court Street, PO Box 217, Elizabethtown NY 12996, CHAMPLAIN VALLEY MILLING CORP., INC., a corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 6679 Main Street, PO Box 454, Westport, New York 12993-0454 (the "Company"), the TOWN OF WILLSBORO, a municipal corporation organized under the laws of the State of New York having an office for the transaction of business at 3721 Main Street, Willsboro, New York 12996 (the "Town") and the WILLSBORO CENTRAL SCHOOL DISTRICT, a school district organized under the laws of the State of New York having an office for the transaction of business at PO Box 180, 29 School Lane Willsboro, New York 12996 (the "School District").

WITNESSETH:

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 563 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, on March 8, 2016, the Company, presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project for the benefit of the Company, said project to include the following: (A)(1) the acquisition, construction, reconstruction, equipping and installation of buildings and building improvements and equipment, including land and fixtures, to manufacture grain into flour, to be located at 19 Myers Way all within the Town of Willsboro, New York (the "Facility"), which facility will include an approximately 29,000 square foot building, and (2) certain fixtures and other personal property related thereto (the "Equipment") (the Facility and the Equipment being collectively referred to as the "Project Facility");

(B) the financing of all or a portion of the costs of the foregoing by the issuance of tax-exempt revenue bonds of the Agency in one or more series in an aggregate principal amount not to exceed \$5,000,000; (C) the funding of a debt service reserve fund for the bonds for the Project; (D) the payment of the costs of issuing such bonds; and (E) the granting of certain other "financial assistance" (within the meaning of Section 854(14) of the State General Municipal Law) with respect to the foregoing, including an exemption from certain sales and use taxes, real property taxes, deed transfer taxes, and mortgage recording taxes (together with the Project Facility, the "Project"); and

WHEREAS, Pursuant to the authorization contained in a resolution adopted by the members of the Agency on April 19, 2016 (the "Inducement Resolution"), the Executive Director of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the "Public Hearing") 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 May 13, 2016 to the chief executive officers of the county and of each city, town, village and school district in which the Project is to be located, (B) caused notice of the Public Hearing to be posted on May 13, 2016 on a public bulletin board located in the Town of Elizabethtown, Essex County, New York, (C) caused notice of the Public Hearing to be published on May 13, 2016 in The Press Republican a newspaper of general circulation available to the residents of the Town of Elizabethtown, Essex County, New York, (D) conducted the Public Hearing on May 23, 2016, at 9:15 p.m., local time at the offices of the Agency located at 7566 Court Street in the Town of Elizabethtown, Essex County, New York, and (E) prepared a report of the Public Hearing which fairly summarized the views presented at said public hearing and distributed same 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 adopted pursuant thereto by the Department of Environmental Conservation of the State (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on April 6, 2017 (the "SEQR Resolution"), the Agency determined (A) to conduct an uncoordinated review of the Project and (B) that the Project is an "Unlisted action" which will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on April 6, 2017 (the "Bond Resolution"), the Agency determined to issue its (i) \$4,245,000 Tax-Exempt Revenue Bonds (Champlain Valley Milling, Inc. Project), Series 2017 (the "Bonds") for the purpose of financing the costs of undertaking the Project, respectively, authorizing the Agency to undertake the Project, to issue and sell the Bonds and to execute and deliver the Financing Documents to which the Agency is a party, to grant the Financial Assistance and to enter into Indenture, dated as of May 1, 2017 (the "Indenture") between the Agency and ZB, National Association (the "Trustee") and certain other documents related thereto and to the Project; and

WHEREAS, pursuant to the terms of an Installment Sale Agreement (the "Installment Sale Agreement") dated as of May 1, 2017, the Agency will agree to (i) acquire, construct, reconstruct and equip the Project Facility and (ii) to sell the Project Facility to the Company; and

WHEREAS, simultaneously with the execution and delivery of the Installment Sale Agreement (A) the Agency will pledge and assign certain rights and remedies under the Installment Sale Agreement, including the right to collect and receive certain moneys due and to become due thereunder (except for Unassigned Rights as defined in the Indenture) to the Trustee pursuant to a Pledge and Assignment

Agreement with Acknowledgement by the Company between the Agency and the Trustee, dated as of May 1, 2017 (the "Pledge and Assignment"); (B) the Agency and the Company will deliver a first lien mortgage and security agreement on the Project Facility (the "Mortgage") dated as of May 1, 2017, securing payment of the principal of, premium, if any, and interest on the Bonds; (C) the Company and the majority shareholders of the Company (together, the "Guarantors") will guaranty the timely payment in full of the principal of, premium, if any, and interest on the Bonds pursuant to a guaranty agreement from the Guarantors to the Agency and the Trustee, dated as of May 1, 2017 (the "Guaranty"); (D) the Company and the Agency will execute and deliver this Payment in Lieu of Tax Agreement pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project, (E) 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 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 under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project and the Payment in Lieu of Tax Agreement, (F) the Agency will file with the 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 (the "Real Property Tax Law"), 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, the Company agrees to make payments in lieu of taxes with respect to the Project 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 for in Section 2.02(C) hereof; 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 TIES 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 corporation duly organized and validly existing under the laws of the State, is duly authorized to do business in the State 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 Certificate of Incorporation, Bylaws 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 Certificate of Incorporation or Bylaws 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. (A) Assessment of the Project. 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 by the Agency and the filing by the Agency of State Board of Real Property Services Form RP-4 12-a (a "Real Property Tax Exemption Form") with respect to the Project, and for so long thereafter as the Agency shall own the Project, the Project shall be assessed by the various taxing entities having jurisdiction over the Project, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project 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 Project and the filing of the Real Property Tax Exemption Forms. The Company shall take such action as may be necessary to ensure that the Project 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 hold an ownership interest in the Project, 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 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 the Project and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Installment Sale Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project 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.

(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. 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 Project Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Project 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 the Assessed Value of the land determined pursuant to Subsection (B) of this Section 2.0 by 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 Improvements were owned by the Company and not the Agency by multiplying the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02 by 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
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%

(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 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 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:

(E) (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 (D) 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).

(F) 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.

(G) 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.

(H) 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.

(I) 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 Installment Sale 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(H) 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 or Essex County, New York, and neither the State nor Essex 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 (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Indenture).

(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 Installment Sale 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 Installment Sale Agreement, among other remedies, the right to terminate the disbursement of Bond Proceeds under the Installment Sale Agreement, thus subjecting the Project 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. 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. 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, 2027 or (2) an occurrence as provided in Section 10.1 of the Installment Sale Agreement.

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, property 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:

Champlain Valley Milling Corp., Inc.
6679 Main Street
P.O. Box 454
Westport, New York 12993
Attention: Samuel Sherman

WITH A COPY TO:

William Kissel, Esq.
2465 Main St
Lake Placid, NY 12946

IF TO THE AGENCY:

County of Essex Industrial Development Agency
7566 Court Street, PO Box 217
Elizabethtown, New York 12932

Attention: Chairman

WITH A COPY TO:

Jenifer Briggs, Esq.
Briggs Norfolk LLP
2296 Saranac Avenue
Lake Placid, New York 12946

AND TO:

Kenneth W. Bond
Squire Patton Boggs (US) LLP
30 Rockefeller Plaza
New York, NY 10112

IF TO THE COUNTY:

County of Essex
7551 Court Street, PO Box 217
Elizabethtown NY 12996
Attention: Chairman Randall Douglas

IF TO THE TOWN

Town of Willsboro
3721 Main Street
Willsboro, New York 12996
Attention: Town Supervisor

IF TO THE SCHOOL DISTRICT:

Willsboro Central School District
PO Box 180
29 School Lane
Willsboro, New York 12996
Attention: School District Treasurer

(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.

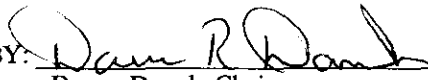
SECTION 5.07. **SEVERABILITY.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, 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.

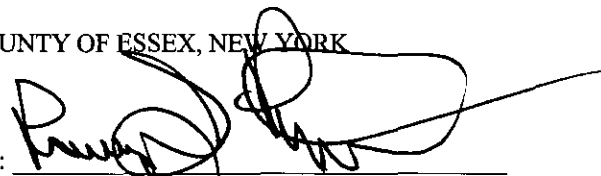
SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State.

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.

COUNTY OF ESSEX INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Darren Darrah, Chairman

COUNTY OF ESSEX, NEW YORK

BY: 
Authorized Officer

CHAMPLAIN VALLEY MILLING CORP., INC.

BY: _____
Samuel Sherman, President

TOWN OF WILLSBORO, NEW YORK

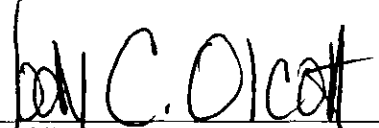
BY: _____
Authorized Officer

WILLSBORO CENTRAL SCHOOL DISTRICT,
NEW YORK

BY: _____
Authorized Officer

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

On the 9 day of May, in the year 2017, before me, the undersigned, personally appeared Darren Darrah, 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

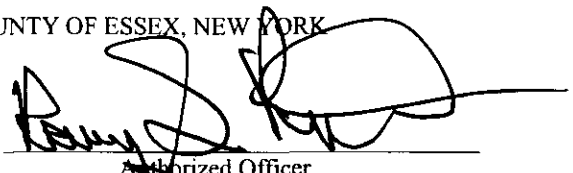
JODY C OLCOTT
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ESSEX COUNTY
NO - 01OL6049648
MY COMM. EXPIRES OCTOBER 23, 2018

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.

COUNTY OF ESSEX INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Darren Darrah, Chairman

COUNTY OF ESSEX, NEW YORK

BY:  _____
Authorized Officer
Randy Preston

CHAMPLAIN VALLEY MILLING CORP., INC.

BY:  _____
Samuel Sherman, President

TOWN OF WILLSBORO, NEW YORK

BY:  _____
Authorized Officer

WILLSBORO CENTRAL SCHOOL DISTRICT,
NEW YORK

BY:  _____
Authorized Officer

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

On the 10th day of May, in the year 2017, before me, the undersigned, personally appeared Samuel Sherman, 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.

Barbara A Breyette
Notary Public

BARBARA A BREYETTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR4987221
Qualified in Essex County
Commission Expires October 7, 2017

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

On the ^{12th} day of ~~May~~^{June}, in the year 2017, before me, the undersigned, personally appeared Shami G. Ghildani 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.

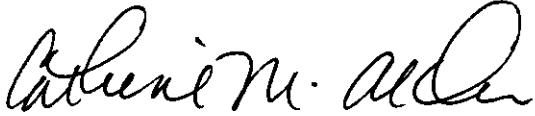


Notary Public

BRIDGET A. BROWN
Notary Public - State of New York
No. 018FR225202
My Commission Expires December 30, 2017

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

On the 21st day of ~~May~~ June, in the year 2017, before me, the undersigned, personally appeared Stephen Broadwell, 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

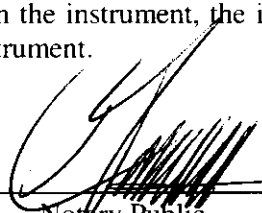
CATHERINE M. ALDEN
Notary Public, State of New York
Qualified in Essex County
No. 01AL5024185
Commission Expires 2/28/18

STATE OF NEW YORK)

)ss:

COUNTY OF ESSEX

Randy *Rocston* On the *22* day of *May*, in the year 2017, before me, the undersigned, personally appeared 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

DANIEL T. MANNING III
Notary Public, State of New York
Residing in County of Essex
#4962438
My Commission Expires 2-20-20 *18* .

EXHIBIT A
DESCRIPTION OF THE LAND

Exhibit A-1

SCHEDULE "A"

LEGAL DESCRIPTION

All that certain parcel of land being located in the northwesterly part of the Hamlet of Willsboro and in the Town of Willsboro, County of Essex and State of New York, said parcel being located on the westerly bounds of the New York State Highway known as Route 22, and being part of the property described in a deed from Tambrands, Inc., to Old Adirondack, Inc. dated May 25, 1994 recorded May 26, 1994 in the Essex County Clerk's Office in deed book 1062 at page 166 and being shown as Lot 1 on a Map of Survey prepared for Willsboro Development Corporation, dated June 27, 1994, revised July 11, 1994, by Kevin A. Hall, Land Surveyor and filed in the Essex County Clerk's Office as Map Number 4554, formerly being part of "Parcel No. 10" as described in a deed dated June 8, 1962, from the New York & Pennsylvania Co. Inc. to the Champlain Mills Properties, Inc. and recorded in the Essex County Clerk's Office in deed book 400 at page 240, being bounded and described as follows:

Beginning at a 3 foot long 1/2" iron pipe set to grade located at the northeast corner of the herein described parcel and the southeast corner of Anjou Development Corp. as described in deed book 1066 at page 40, being Lot 2 as shown on said map, said iron pipe being in the assumed westerly road bounds of said Route 22, a distance of 25 feet from the centerline thereof and running the following two courses along said road bounds;

1. Southerly on a curve concave to the east an arc distance of 161.85 feet to a found 3/4" iron pipe 0.1' below grade at the point of tangency, said curve having a radius of 434.26 feet and a delta angle of 21°-21'-16";
2. S 04°-32'-20" E as referenced to north by deed book 1062 at page 166 a distance of 26.19 feet to a 4 foot long 3/4" iron pipe set to 0.1' below grade located at the northeast corner of Samuel J. and Ann E. Marcotte as described in a deed from Tampax, Inc., dated November 8, 1974, recorded in deed book 598 at page 180 and running the following course along said Marcotte as described in said deed book 598 at page 180 and in a deed from Tambrands, Inc. dated August 27, 1986, recorded in deed book 876 at page 281;
3. N 82°-52'-20" W 214.11 feet to a found 3/4" iron pipe at grade at the northwest corner of said Marcotte and running the following course along said Marcotte as described in said deed book 876 at page 281 and Glen and Elizabeth Flora as described in a deed from Tambrands, Inc. dated August 27, 1986 recorded in deed book 876 at page 68;
4. S 03°-57'-00" E 193.26 feet to a found 1' high 1/2" iron pipe;
5. S 83°-45'-12" E 100.00 feet to a found 3/4" iron pipe 0.5' below grade, set in June 1994, located at the northwest corner of Stafford as described in deed book 596 at page 122;
6. S 17°-51'-00" W 109.00 feet to a found 0.3' high 1/2" iron pipe, set in June 1994, said iron pipe being located at the southwest corner of said Stafford;
7. N 55°-32'-40" W 120.41 feet along land of an unknown owner to a 0.5' high 5/8" iron rod with cap set in September 1999, and continuing on the same course of N 55°-32'-40" W an additional distance of 1,113.37 feet along the north bounds of Essex County Industrial Development Agency as described in deed book 1299 at page 20, for a total distance of 1,233.78 feet to a found 1/2" iron pipe plug in a drill hole in a 2' X 2' X 1' high rock, said iron pipe plug set in June of 1994 and running the following two courses along Lot 2;
8. N 25°-31'-29" E 293.75 feet to a found 0.2' high 1/2" iron pipe set in June of 1994;
9. S 64°-28'-31" E 1,151.42 feet to the point and place of beginning, containing 10.00 acres, within the above described bounds and shown on the herein above referenced map.

Subject to all rights, title and interest of the public in and to that portion of land lying westerly of the first two courses and the true legal road bounds of New York State Rt. 22.

Together with all rights, title and interest of the grantor in and to that portion of land lying easterly of the first two courses and the true legal centerline of New York State Rt. 22.

LEGAL DESCRIPTION - CONTINUED

Together with an easement labeled with the letter "A" as shown on the herein above referenced map.

Subject to an easement to Willsboro Sewer District #1 as described in a deed dated and recorded June 29, 1994 in the Essex County Clerk's Office in deed book 1064 at page 280.

Subject to all easements and restrictions of record.

The lands conveyed are subject to Adirondack Park Agency Permit 2001-182 issued October 12, 2001, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, filed in the Essex County Clerk's Office in APA Book 54 at page 126.

Further granting and conveying an easement and right of way for ingress and egress at a width of 50 feet commencing at Route 22 and running in a westerly direction along the northerly boundary of the parcel herein described then turning and running the entire length of the westerly boundary of the parcel herein described. This easement is to be used in common with others more specifically being Anjou Development Corporation being the fee title owner and also Willsboro Development Corporation which reserves said easement rights in order to gain access to its other lands located to the south of the subject property.

Subject to a certain easement reserved by Willsboro Development Corporation in a deed from Willsboro Development Corporation dated March 12, 2002 and recorded in the Essex County Clerk's Office at Book 1314 of Deeds at page 266 thereof.

19 Myers Way, Willsboro, Essex County, New York 12996, Tax Map #31.9-1-42.100

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

AFFIDAVIT - Exemption from Recording Fees

Dated: September 22, 2017

Jody Olcott, being duly sworn, deposes and says as follows:

1. I am the Co-Executive Director of the Essex County Industrial Development Agency, a public benefit corporation of the State of New York (hereinafter the "Agency"), located and having an office and place of business at 7566 Court Street, Elizabethtown, New York.

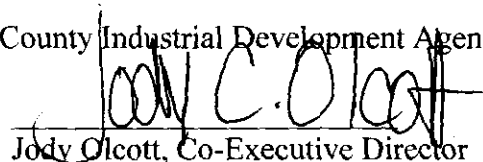
2. On April 19, 2016 and May 23, 2016, the Agency adopted resolutions and took official action to provide financial assistance to Champlain Valley Milling Corporation, Inc., a New York State corporation (the "Company"), in connection with development, acquisition, construction, equipping and furnishing of certain facility at its Willsboro located in the Town of Willsboro, New York, to be operated by the Company as manufacturing facility (the "Project").

3. To secure the financing for the Project from ZB National Association, (the "Trustee"), and otherwise authorized to do business in the State of New York, the Agency, as ground lessee of the land constituting the Project pursuant to a Ground Lease by and between the Agency, as ground lessee, and the Company, as ground lessor, is joining severally, but not jointly, with the Company, as borrower and the developer of the Project, in a first prior lien mortgage in the Project with respect to funds lent and to be lent to the Company by the Bank (the "Mortgage").


1. Through the Ground Lease the Agency has established ownership or control of the Project as required by Title 18-A of the General Municipal Law. Accordingly, this affidavit is submitted to support a claim by the Agency that the Payment In Lieu Of Taxes (PILOT) Agreement, by and among the owner, and the Agency, and all applicable taxing entities is exempt from imposition of the recording fees imposed by New York State law and agreement with the Essex County Clerk to waive filing fees.

Essex County Industrial Development Agency

By:


Jody Olcott, Co-Executive Director

Sworn to before me this 22 day of September, 2017.


Notary Public

CAROL A. CALABRESE
NOTARY PUBLIC, STATE OF NY
NO.-01CA6139350
QUALIFIED IN ESSEX COUNTY NY
MY COMM. EXPIRES JAN. 9, 20__