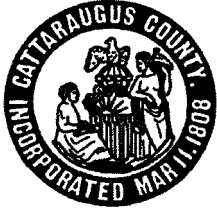


APPENDIX C

DEED RESTRICTION



James K. Griffith
CATTARAUGUS COUNTY CLERK

Cattaraugus County Center 303 Court Street
Little Valley, NY 14755

(716) 938-9111
Fax: (716) 938-2773

Instrument Number

110724-001

No. of Pages: 7
not including this one

Delivered By: PHILLIPS LYTLE LLP

Receipt No. 110724

Return To:

PHILLIPS LYTLE LLP

DATE: 10/24/2008

PO BOX 1279

JAMESTOWN, NY 14702-1279

Time: 09:42 AM

Document Type: DEED

Parties To Transaction: ONE INDUSTRIAL TO GOWANDA VILLAGE

Town/City: PE - Persia

Deed Information

Taxable
Consideration: \$0.00

Transfer Tax: \$0.00

RETT No: 00916

Mortgage Information

Taxable
Mortgage Amount

Basic Mtge. Tax:

Special Mtge. Tax:

Additional Mtge. Tax.

State of New York
Cattaraugus County Clerk

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Cattaraugus County Clerk

Please do not remove this page.



QUIT CLAIM DEED

THIS INDENTURE, made the 13th day of May, 2008,

BETWEEN

ONE INDUSTRIAL PLACE, INC., having its principal office at One Magnetics Parkway, Gowanda, New York, 14070 ("**Grantor**") and

VILLAGE OF GOWANDA, NEW YORK, having its principal office at 27 East Main Street, Gowanda, New York 14070 ("**Grantee**").

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR AND NO MORE (\$1.00 AND NO MORE), lawful money of the United States, paid by the Grantee, does hereby remise, release and quitclaim unto the Grantee and the successors and assigns of the Grantee forever, the real property described and/or depicted in attached Schedule A ("**Property**").

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Property, if any.

The Grantor and Grantee agree as follows:

THE Property and this conveyance are subject to all laws, statutes, codes, ordinances, rules and regulations, and subject to all matters of record, including but not limited to all encumbrances, easements, rights of way, agreements, covenants, conditions and restrictions, if any.

THE Property and this conveyance, in order to protect human health and the environment and promote community objectives, are subject to the deed restrictions and covenants set forth in attached Exhibit A ("**Deed Restrictions**").

TO HAVE and to hold the Property herein granted unto the Grantee and the successors and assigns of the Grantee forever.

THE Grantee accepts the Property in its "As Is" condition. Except as expressly set forth herein, this conveyance is made without any covenant, representation or warranty whatsoever.

THE Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will hold and apply the consideration first to the payment of the cost of any improvements before using any part of the same for any other purpose.

Phillips, Lytle J'town

-0-
5.00
49.25
165.00

SCHEDULE A

The Property

Parcel I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Persia, Village of Gowanda, Cattaraugus County, State of New York, described as follows: BEGINNING in the east line of Lot 27, at the northeast corner of property now or formerly owned by the Gowanda Builders and Supply Company (also known as Gowanda Builders Supply & Coal Co.); running thence in a northerly direction and along the east line of Lot 27, a distance of 168.3 feet more or less; running thence westerly a distance of 398 feet more or less to the easterly side of Industrial Place (50 feet wide); thence along said easterly side of Industrial Place in a southerly direction 172.5 feet more or less; and thence easterly a distance of 400.25 feet, more or less, to the place of beginning.

SUBJECT TO building and use restrictions of record, public roads abutting the said premises, prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record and easements or rights of way of record or apparent upon inspection of the premises.

EXCEPTING AND RESERVING to Vincent Caito, his heirs, successors and assigns, the necessary easements for water supply lines and electric lines that may cross the premises and serve other lands owned by Vincent Caito located west of Industrial Place, together with the right for Vincent Caito, at his option, to connect or disconnect to water sprinkler system and pump house located on the premises. Vincent Caito agrees that should he, his heirs, successors or assigns again connect to the existing water sprinkler system and pump house that the costs of repair, maintenance and replacement of the fire pump house and its equipment shall be shared equally with the party of the second part, its successors and assigns.

Parcel II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Gowanda, Town of Persia, County of Cattaraugus and State of New York, being part of Lots 26 and 27, Township 6, Range 8 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING in the south line of Torrance Place, distant 393.32 feet west of its intersection with the centerline of Commercial Street, which point of beginning is also 104.0 feet west of the northwest corner of lands formerly owned by Frank Rizzo; thence westerly along the south line of Torrance Place, a distance of 104.25 feet; thence southerly at right angles, a distance of 145.25 feet; thence westerly at right angles, a distance of 53.75 feet to the northeast corner of lands conveyed to the Gowanda Electronics Corp., by deed recorded in Liber 792 of Deeds at page 358 in the east bounds of Lot 27; thence southerly along the east bounds of lot 27, being also the west bounds of Lot 26 and along the east line of lands so conveyed to the said Gowanda Electronics Corp., a distance of 168.30 feet to the south east corner of the Gowanda Electronics Corp.; thence westerly along the south line of lands so conveyed to the said Gowanda Electronics Corp., a distance of 400.25 feet to the southwest corner thereof in the east bounds of Industrial Place; thence southerly along the east bounds of Industrial Place, a distance of 121.50 feet; thence easterly at right angles, a distance of 242.30 feet; thence northeasterly at an interior angle of $157^{\circ} 29'$, a distance of 188.43 feet; thence easterly at an interior angle of $195^{\circ} 51'$, a distance of 181.70 feet; thence northerly at an interior angle of $85^{\circ} 22'$ a distance of 197.65 feet; thence northerly and at right angles to Torrance Place, a distance of 145.25 feet to the place of beginning, containing 2.17 acres of land, more or less as shown on a survey by W. C. Buckland, L. S. dated July 24, 1989.

RESERVING to Buffalo Turbine Agricultural Equipment Co. Inc. a right of way over a 20' wide strip of land located at the southwest corner of the lands above described extending along the southerly bounds thereof from Industrial Place 242.30 feet easterly.

SUBJECT to, and together with, a Driveway Agreement recorded in Liber 376 of Deeds at page 114.

ALSO all other easements, rights of way and leases of record.

EXHIBIT A

Deed Restrictions

WHEREAS, the Property is the subject of a Voluntary Cleanup Agreement bearing Index No. B9-0507-96-05 entered into by Gowanda Electronics Corporation and signed on behalf of the Commissioner of the New York State Department of Environmental Conservation ("NYSDEC") on January 13, 1998; and

WHEREAS, the NYSDEC approved a remedy to eliminate or mitigate all significant threats to the environment presented by impairments at the Property and such remedy requires that the Property be subject to restrictive covenants;

NOW, THEREFORE, the Grantor (for itself and its successors and/or assigns) covenants and the Grantee acknowledges by virtue of acceptance of this deed (for itself and its successors and/or assigns) that the following controls apply to the use of the Property:

1. Institutional and Engineering Controls.

A. The Property may be used for commercial or industrial use as long as the following long-term engineering and institutional controls are employed:

i. Compliance with the site management plan ("Site Management Plan") for the existing treatment system that will include the following components: (a) an evaluation of the potential for vapor intrusion at any new buildings constructed on the Property, including provisions for mitigation of any impacts identified for these new buildings; and (b) identification of any use restrictions related to the treatment system located on a certain portion of the Property to be defined in the Site Management Plan;

ii. Compliance with the Site Management Plan for the new system to include an operation, monitoring and maintenance plan and a soils management plan;

iii. Restriction of the use of groundwater as a source of potable water without necessary water quality treatment as determined by the New York State Department of Health;

iv. Annual certification, unless the NYSDEC approves a less frequent certification period, by the Property owner prepared and submitted by a professional engineer or such other qualified environmental professional acceptable to the NYSDEC, until the NYSDEC notifies the Property owner in writing that this certification is no longer needed. This submittal will contain a certification that the institutional controls and engineering controls, are still in place, allow the NYSDEC access to the Property, and that nothing has occurred that will impair the ability of the controls to protect public health or the environment or that constitute a violation or failure to comply with the Site Management Plan.

B. The Property may not be used for a higher level of use such as unrestricted, residential or restricted-residential use and the above-stated engineering controls may not be discontinued

without an amendment or extinguishment of these Deed Restrictions agreed to in writing by the NYSDEC.

C. By accepting this deed, the Grantee covenants and agrees that these Deed Restrictions shall be incorporated in full or by reference in any leases, subleases, easements, rights of way, licenses, or other instruments granting a right to use the Property.

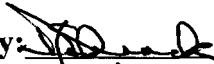
2. The NYSDEC, its agents, employees, or other representatives of New York State may enter the Property for the purpose of operating and maintaining the existing groundwater collection and treatment system at the Property and modifying it as necessary for its use as part of the off-site groundwater collection and treatment system (new system) and to inspect the Property in a reasonable manner and at reasonable times to assure compliance with the Deed Restrictions.

3. These Deed Restrictions are and shall be deemed a covenant that shall run with the land and the Property, shall be binding upon all future owners, lessees, sublessees, mortgagees, holders of rights under easements or rights of way, licenses and easements of all or any part of the Property, and shall provide that the Property owner, and its successors and assigns, consent to the enforcement by the NYSDEC or if the NYSDEC shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of New York State and the health of the citizens of New York State ("Relevant Agency") of the prohibitions and restrictions of these Deed Restrictions and hereby covenants not to contest the authority of the Relevant Agency to seek enforcement.

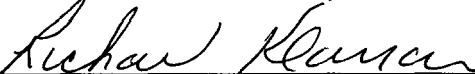
4. Any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that the said conveyance is subject to these Deed Restrictions.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized officer this 28th day of May, 2008.

ONE INDUSTRIAL PLACE, INC.

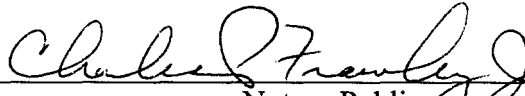
By: 
Name: DAVID C. SCHWACH
Title: PRESIDENT

VILLAGE OF GOWANDA, NEW YORK

By: 
Name: Richard L. Klauer
Title: Mayor

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

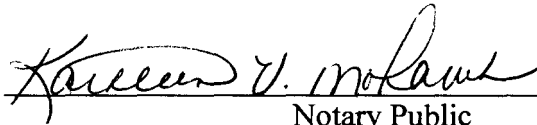
On the 28th day of May in the year 2008, before me, the undersigned, personally appeared David C. Schaack, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
CHARLES P. FRAWLEY, JR.
Notary Public - State of New York
No. 01FR5082686
Qualified in Erie County
My Commission Expires July 28, 2009

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

On the 13th day of May in the year 2008, before me, the undersigned, personally appeared Richard L. Klancer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
KATHLEEN V. MOHAWK
Notary Public, State of New York
No. 01MO6048168
Qualified in Erie County
Commission Expires Sept. 18, 2010

PLEASE RECORD AND RETURN TO:

VILLAGE OF GOWANDA
27 East Main Street
Gowanda, New York 14070