

CITY OF HORNELL INDUSTRIAL DEVELOPMENT AGENCY

AND

GRAY MANUFACTURING INDUSTRIES, L.L.C.

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Dated as of May 1, 2007

**Affected Tax Jurisdictions:
City of Hornell
Steuben County
Hornell City School District**

**Section: 166.000
Block: 0003
Lot: 009.000**

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS **PAYMENT-IN-LIEU-OF-TAX AGREEMENT** (the "PILOT Agreement"), dated as of the 1st day of May, 2007, by and between the **CITY OF HORNELL INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and validly existing under the laws of the State of New York with offices located at 40 Main Street, Hornell, New York 14843 (the "Agency") and **GRAY MANUFACTURING INDUSTRIES, L.L.C.**, a limited liability company organized under the laws of the State of New York, with offices at 752 Almond Road, Hornell, New York 14843 and with a mailing address of P.O. Box 126, Hornell, New York 14843 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 670 of the Laws of 1974 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of (i) the acquisition or retention by the Agency of title to or other interest in a parcel of land and the existing improvements located thereon at 6258 Ice House Road, Hornell, New York (the "Existing Improvements"), (ii) the renovation and upgrading of the Existing Improvements to provide for additional work areas and office space in furtherance of the Company's current manufacturing operations for the supply of components and technical services to the rail transit and locomotive industry (the "Improvements"), and (iii) the acquisition and installation into and around the Existing Improvements and the Improvements of certain machinery, equipment and other items of tangible personal property (the "Equipment", and together with the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to retain title to the land, improvements and personal property constituting the Facility and lease said land, improvements and personal property to the Company pursuant to the terms and conditions of a certain Lease Agreement to be dated on or about the date hereof (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments-in-lieu-of-taxes by the Company to the Agency for the benefit of Steuben County (the "County"), the City of Hornell (the "City") and the Hornell

City School District (the "School District" and, collectively with the County and the City, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**January 1, 2008**) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2009** County tax year and the **2008/2009** City and School District tax years. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, City and School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Agreement to Make Payments. (i) Availability of the QEZE Credit for Real Property Taxes. The parties agree and acknowledge that payments made under this PILOT Agreement are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls. The parties further agree and acknowledge that as of the date hereof the Company agrees to pay to the Agency (for the benefit of the Affected Tax Jurisdictions), as payment in lieu of taxes, on or before December 1 of each year, an amount equal to the Total PILOT Payment (as calculated on Schedule A attached hereto, and in accordance with the other provisions set forth in this PILOT Agreement). The first such Total PILOT Payments shall be due on July 1, 2008. Upon the expiration of this PILOT Agreement, the Company shall pay the County, City and

School District tax bills in the amounts and on the dates when due as if the Agency were not in title.

(ii) Repeal of the QEZE Credit for Real Property Taxes (the "Credit"). In the event that there is no Credit available to the Company, or in the event the State, at any time during the term of this PILOT Agreement, repeals or materially modifies the Credit and as a result of which the Credit is no longer available to the Company, the Company agrees to make periodic payments in lieu of property taxes on December 1 in the year that such repeal is effective and on each subsequent December 1 during the term of this PILOT Agreement in an amount equal to the Total PILOT Payment (as calculated on Schedule B attached hereto).

The Company acknowledges and confirms that it has applied (or will apply) to the State for certification under the State's Empire Zones Program (the "Program") for the Project. It shall be the Company's (and not the Agency's nor the Agency's counsel's) obligation to fully comply with all requirements of the Program, to file with the State on a timely basis (after giving effect to any extensions) all tax returns and other reports required under the Program, and to provide the Agency with copies of all such tax returns and reports simultaneously with the filing of the same with the State. The Agency makes no representation or warranty with respect to the Program, the Company's certification under the Program or the Company's ability to claim the Credit. The Company shall notify the Agency in writing of any repeal or unavailability of the Credit.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For county, city and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For school district purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement

between the Company and the Agency, the Company shall pay the increased Total PILOT Payment until a different Total PILOT Payment shall be established. If a lesser Total PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. Subject to the Company's failure to exercise the Option (as defined in the Lease Agreement), the tax benefits provided for herein should be deemed to include (i) the 2009 County tax year through the 2018 County tax year; (ii) the 2008/2009 City tax year through the 2017-2018 City tax year; and (iii) the 2008/2009 School District tax year through the 2017/2018 School District tax year. This PILOT Agreement shall expire on December 31, 2018; *provided, however*, the Company shall pay the 2019 County tax bill and the 2018-2019 City and School District tax bills 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. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this PILOT Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any

applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: (A) with respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month; and (B) with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of: (i) the applicable penalties and interest or (ii) penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII - Assignment.

7.1 No portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed.

Section VIII - Miscellaneous.

8.1 This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: City of Hornell Industrial Development Agency
40 Main Street
Hornell, New York 14843
Attn: James W. Griffin, Executive Director

With a copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

And to: John Dagon, Esq.
Law Offices of John Dagon
15 Main Street
Hornell, New York 14843

To the Company: Gray Manufacturing Industries, L.L.C.
P.O. Box 126
Hornell, New York 14843
Attn: David Gray

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in Steuben County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither the Agency nor any person executing this PILOT Agreement on its behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent (except the Company), servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents (except the Company), servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.


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[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

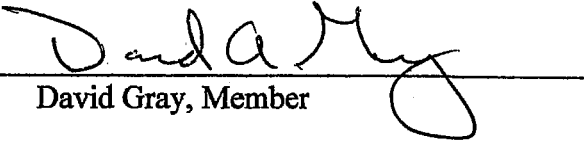
CITY OF HORNELL INDUSTRIAL
DEVELOPMENT AGENCY

By: _____


James W. Griffin, Executive Director

GRAY MANUFACTURING
INDUSTRIES, L.L.C.

By: _____


David Gray, Member

SCHEDULE A

**TO PILOT AGREEMENT DATED AS OF MAY 1, 2007, BETWEEN
CITY OF HORNELL INDUSTRIAL DEVELOPMENT AGENCY
AND
GRAY MANUFACTURING INDUSTRIES, L.L.C.**

The Total PILOT Payment shall mean an amount per annum equal to the product of: The Assessed Value of the Facility (as defined below), *multiplied by* the respective tax rate for the Affected Tax Jurisdiction (after application of any applicable equalization rate) *multiplied by* the applicable percentage below.

For purposes of this Schedule A, the assessed value (the "Assessed Value") of the Facility shall be frozen for the term of the PILOT Agreement at \$800,000.

PILOT YEAR	SCHOOL TAX YEAR	CITY TAX YEAR	COUNTY TAX YEAR	PERCENTAGE
1	2008 / 2009	2008 / 2009	2009	100%
2	2009 / 2010	2009 / 2010	2010	100%
3	2010 / 2011	2010 / 2011	2011	100%
4	2011 / 2012	2011 / 2012	2012	100%
5	2012 / 2013	2012 / 2013	2013	100%
6	2013 / 2014	2013 / 2014	2014	100%
7	2014 / 2015	2014 / 2015	2015	100%
8	2015 / 2016	2015 / 2015	2016	100%
9	2016 / 2017	2016 / 2017	2017	100%
10	2017 / 2018	2017 / 2018	2018	100%

SCHEDULE B

**TO PILOT AGREEMENT DATED AS OF MAY 1, 2007, BETWEEN
CITY OF HORNEILL INDUSTRIAL DEVELOPMENT AGENCY AND
GRAY MANUFACTURING INDUSTRIES, L.L.C.**

Upon the occurrence of an event described in Section 1.1(B)(ii) of the PILOT Agreement, Total PILOT Payment shall mean an amount per annum equal to the product of:

The Assessed Value of the Facility (as defined below), *multiplied by* the respective tax rate for the Affected Tax Jurisdiction (after application of any applicable equalization rate) *multiplied by* the applicable percentage below.

For purposes of this Schedule B, the assessed value (the "Assessed Value") of the Facility shall be frozen for the term of the PILOT Agreement at \$500,000.

PILOT YEAR	SCHOOL TAX YEAR	CITY TAX YEAR	COUNTY TAX YEAR	PERCENTAGE
1	2008 / 2009	2008 / 2009	2009	100%
2	2009 / 2010	2009 / 2010	2010	100%
3	2010 / 2011	2010 / 2011	2011	100%
4	2011 / 2012	2011 / 2012	2012	100%
5	2012 / 2013	2012 / 2013	2013	100%
6	2013 / 2014	2013 / 2014	2014	100%
7	2014 / 2015	2014 / 2015	2015	100%
8	2015 / 2016	2015 / 2015	2016	100%
9	2016 / 2017	2016 / 2017	2017	100%
10	2017 / 2018	2017 / 2018	2018	100%