

CLOSING ITEM NO.: A-3

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ATLAS COPCO COMPTEC LLC,  
AS LICENSOR

AND

ALBANY COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY,  
AS LICENSEE

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LICENSE AGREEMENT

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DATED AS OF JULY 1, 2025

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RELATING TO A LICENSE INTEREST IN A CERTAIN PARCEL OF  
LAND LICENSED BY THE LICENSOR TO THE LICENSEE AND  
LOCATED AT 46 SCHOOL ROAD (TAX MAP NO.: 61.18-2-4.1) IN  
THE VILLAGE OF VOORHEESVILLE, TOWN OF NEW SCOTLAND,  
ALBANY COUNTY, NEW YORK.

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(This Table of Contents is not part of this License Agreement  
and is for convenience of reference only.)

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated as of July 1, 2025 (the "License to Agency") by and between ATLAS COPCO COMPTEC LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 46 School Road, Voorheesville, New York, as licensor, and ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation of the State of New York having an office for the transaction of business located at 111 Washington Avenue, Suite 100, Albany, New York, as licensee;

### 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 industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, 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 178 of the Laws of 1975 of the State of New York, as amended, codified as Section 903-b of the General Municipal Law of the State of New York (said Chapter and the Enabling Act being hereinafter collectively referred to as 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 of New York and improve their standard of living; and

WHEREAS, Atlas Copco Comptec LLC, a Delaware limited liability company (the "Company"), submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 44.50 acre parcel of land located at 46 School Road (tax map no.: 61.18-2-4.1) in the Village of Voorheesville, Town of New Scotland, Albany County, New York (the "Land"), together with the four (4) buildings containing in aggregate approximately 106,901 square feet of space located thereon (collectively, the "Existing Facility"), (2) the renovation of the Existing Facility and the construction on the Land of an approximately 51,000 square foot building (the "New Facility" and collectively with the Existing Facility, the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the "Equipment") (the Land, the Facility, and the Equipment being collectively referred to as the "Project Facility"); all of the foregoing to constitute a manufacturing and engineering facility to be owned and operated by the Company for the manufacturing

of integrally geared centrifugal compressors and other directly and indirectly related activities and uses; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on June 5, 2024 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer 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 July 9, 2024 to the chief executive officers of the county and of each city, town, village and school district (collectively, the “Affected Tax Jurisdictions”) in which the Project is to be located, (B) caused notice of the Public Hearing to be posted on July 17, 2024 on a bulletin board located at the Town of New Scotland Town Hall located at 2029 New Scotland Road in the Town of New Scotland, Albany County, New York and on July 12, 2024 on the Agency’s website, (C) caused notice of the Public Hearing to be published in the Times Union, a newspaper of general circulation available to the residents of the Albany County, New York, (D) conducted the Public Hearing on July 24, 2024 at 4:30 o’clock p.m., local time at the Town of New Scotland Town Hall located at 2029 New Scotland Road in the Town of New Scotland, Albany County, New York, (E) prepared a report of the Public Hearing (the “Report”) which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency, and (F) caused a copy of the certified Public Hearing Resolution to be mailed on June 7, 2024 to the chief executive officers of the County and of each city, town, village and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on September 4, 2024 (the “SEQRA Resolution”), the Agency (A) concurred in the determination that the Village of Voorheesville (the “Village”) is the “lead agency” with respect to the Project and (B) acknowledged receipt of a negative declaration from the Village issued on July 30, 2024 (the “Negative Declaration”), in which the Village determined that the Project was a “Type I” action (as such quoted term is defined in SEQRA) but that the Project constitutes an action which would not have a significant impact on the environment and, therefore, did not require preparation of a Draft Environmental Impact Statement; and

WHEREAS, pursuant to Section 874(4) of the Act, (A) the Agency’s Uniform Tax Exemption Policy (the “UTEP Policy”) provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility, (B) in connection with the Application, the Company made a request to the Agency (the “Pilot Request”) that the Agency deviate from the UTEP Policy with respect to Project Facility, (C) the Chief Executive Officer of the Agency caused a letter dated August 30, 2024 (the “Pilot Deviation Notice Letter”) to be mailed to the chief executive officers of the “affected tax jurisdictions” (within the meaning of such quoted term in Section 854(16) of the Act) (the “Affected Tax Jurisdictions”) pursuant to Section 874(4) of the Act, informing said individuals that the Agency would, at its meeting on September 4, 2024, consider a proposed deviation from the UTEP Policy with respect to the payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility (the

“Payment in Lieu of Tax Agreement”), and the reasons for said proposed deviation; and (D) by resolution adopted by the members of the Agency on September 4, 2024 (the “Pilot Deviation Approval Resolution”), the members of the Agency determined to deviate from the UTEP Policy with respect to the Project and approved a proposed deviation from the UTEP Policy with respect to the terms of the Payment in Lieu of Tax Agreement to be entered into by the Agency with respect to the Project Facility; and

WHEREAS, by further resolution adopted by the members of the Agency on September 4, 2024 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of July 1, 2025 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project. Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, pursuant to an amended application (the “Amended Application”) submitted to the Agency on June 2, 2025, the Agency (A) on May 30, 2025, caused an amended pilot deviation letter (the “Amended Pilot Deviation Letter”) to be sent to the Affected Tax Jurisdictions, (B) per the Amended Pilot Deviation Letter, the Agency adopted a resolution on June 4, 2025, amending the Pilot Deviation Approval Resolution (the “Amended Pilot Deviation Approval Resolution”) and (C) on June 4, 2025, adopted a resolution amending the Approving Resolution (the “Amended Approving Resolution”); and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of July 1, 2025 (the “Lease to Agency”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Land and all improvements now or hereafter located on the Land (collectively, the “Leased Premises”); (2) a certain license agreement dated as of July 1, 2025 (the “License to Agency”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a certain bill of sale dated as of July 1, 2025 (the “Bill of Sale to Agency”), which conveys to the Agency all right, title and interest of the Company in the Equipment; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of July 1, 2025 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform agency project agreement dated as of July 1, 2025 (the “Uniform Agency Project Agreement”) relating to the granting of the Financial Assistance by the Agency to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required

to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) (collectively, the “Basic Documents”); and

WHEREAS, in connection with the Project, the Agency proposes pursuant to this License to Agency to acquire from the Company the right to enter upon the Land for the purpose of undertaking and completing the Project and, in the event of any occurrence of an Event of Default under the Lease Agreement, for the purpose of pursuing its remedies under the Lease Agreement; and

WHEREAS, all things necessary to constitute this License to Agency 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 License to Agency have in all respects been duly authorized by the Company and the Agency;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

SECTION 1. LICENSE TO CONSTRUCT. The Company hereby grants to the Agency a license to enter upon a certain parcel of land owned by the Company and located at 46 School Road (tax map no.: 61.18-2-4.1) in the Village of Voorheesville, Town of New Scotland, Albany County, New York (the “Licensed Land”), said Licensed Land being more particularly described in Exhibit A attached hereto, together with any improvements now or hereafter located on the Licensed Land (the Licensed Land and all such improvements being sometimes collectively referred to as the “Licensed Premises”) for the purpose of undertaking and completing and financing the Project Facility, to have and to hold the same unto the Agency and its assigns from the date of the execution and delivery hereof until the completion of the Project, as evidenced in the manner described in Section 4.2 of the Lease Agreement.

SECTION 2. ADDITIONAL LICENSE. Pursuant to Section 5.5 of the Lease Agreement, the Company has granted the Agency a security interest in all of the right, title and interest of the Company in the Project Facility and in all additions and accessions thereto, all replacements and substitutions therefor and all proceeds thereof and all books, records and accounts of the Company pertaining to the Project Facility as security for payment of the rental payments and all other payments and obligations of the Company thereunder. In the event of an occurrence of an Event of Default under the Lease Agreement, the Company hereby grants the Agency an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under Article X of the Lease Agreement.

SECTION 3. NON-MERGER. Notwithstanding the lease of the Project Facility by the Agency to the Company pursuant to the Lease Agreement, during the term of this License to Agency, there shall be no merger of this License to Agency nor of the license interest created by this License to Agency with the fee estate in the Licensed Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this License to Agency or the interest in the Project Facility created by this License to Agency or any interest in this License to Agency or in any such license interest in the Project Facility and (2) the fee estate in the Licensed Premises or any other interest in the Licensed Premises or any part thereof or any interest in such fee estate in the Licensed Premises or other interest in the Licensed Premises, and no such merger shall occur unless and until all corporations, firms and other entities, including any assignee having any interest in (a) this License to Agency or the license interest created by this License to Agency and (b) the fee estate in the Licensed Premises or any other interest in the Licensed Premises or any part thereof or any interest in such fee estate in the Licensed Premises or other interest in the Licensed Premises, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 4. LIMITED LIABILITY. (A) The obligations and agreements to the Agency contained herein and in any other instrument or document executed in connection herewith and any instrument or document supplemental hereto shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or County of Albany, New York and neither the State of New York nor County of Albany, New York shall be liable thereon, and further, such obligations 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 permitted lease, sale or other disposition of the Project Facility.

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request, (or if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand and (b) if requested by the Agency shall furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

IN WITNESS WHEREOF, the Company and the Agency have caused this License to Agency to be executed in their respective names by their duly authorized officers, all as of the day and year first above written.

ALBANY COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

BY:   
Authorized Officer

ATLAS COPCO COMPTEC LLC

BY: \_\_\_\_\_  
Aaron Prato, Assistant Secretary

IN WITNESS WHEREOF, the Company and the Agency have caused this License to Agency to be executed in their respective names by their duly authorized officers, all as of the day and year first above written.

ALBANY COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

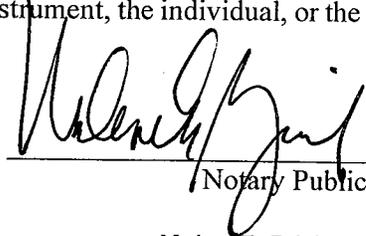
BY: \_\_\_\_\_  
Authorized Officer

ATLAS COPCO COMPTEC LLC

BY:  \_\_\_\_\_  
Aaron Prato, Assistant Secretary

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

On the 27<sup>th</sup> day of June, in the year 2025, before me, the undersigned, personally appeared Kevin O'Connor, 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.



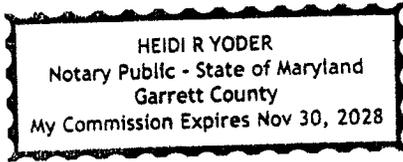
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Notary Public

Nadene E. Zeigler  
Notary Public, State of New York  
Qualified in Albany County  
No. 02ZE5050898  
Commission Expires October 23, 2025

STATE OF ~~NEW YORK~~ Maryland )  
COUNTY OF ~~ALBANY~~ Garrett ) ss.:

On the 27<sup>th</sup> day of June, in the year 2025, before me, the undersigned, personally appeared AARON PRATO, 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.



Heidi Yoder  
Notary Public

EXHIBIT A

DESCRIPTION OF THE LICENSED LAND

A license to enter upon a certain parcel of land owned by the Company and located at 46 School Road (tax map no.: 61.18-2-4.1) in the Village of Voorheesville, Town of New Scotland, Albany County, New York the "Licensed Land") created by a certain license agreement dated as of July 1, 2025 (the "License to Agency") between Atlas Copco Comptec LLC (the "Company"), as licensor, and Albany County Industrial Development Agency (the "Agency"), as licensee, said Licensed Land being more particularly described below), together with any improvements now or hereafter located on the Licensed Land (the Licensed Land and all such improvements being sometimes collectively referred to as the "Licensed Premises"):

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

**- SEE ATTACHED -**

PARCEL I

All that tract, piece or parcel of land situate, lying and being in the Village of Voorheesville, Town of New Scotland, Albany County, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the westerly boundary of School Road (County Route #208) at the intersection of said boundary with the division line between the lands now or formerly of Neal on the south and the lands now or formerly of Clinton A. Mission on the north; thence S 89° 24' 10" W along said division line a distance of 483.67 feet to a point; thence N 07° 19' 40" E along the division line between the lands now or formerly of Scharer on the west and lands now or formerly of Clinton A. Mission on the east a distance of 259.36 feet to a point; thence: 67° 22' 40" W continuing along said division line a distance of 999.53 feet to a point in the easterly line of lands of Niagara Mohawk Power Corporation; thence N 22° 46' 35" W along said easterly line a distance of 2,193.20 feet to a point in the division line between the lands of the people of the State of New York on the northwest and the lands now or formerly of Clinton A. Mission on the southeast; thence N 35° 20' 50" E along said division line a distance of 45.75 feet to a point in the southerly line of lands of the Delaware & Hudson Railroad; thence easterly and southeasterly along said Railroad the following:

- 1) Thence S 63° 34' 15" E a distance of 17.40 feet to a point;
- 2) Thence S 57° 51' 35" E a distance of 100.50 feet to a point;
- 3) Thence S 63° 34' 15" E a distance of 145.00 feet to a point;
- 4) Thence along a curve to the right, having a radius of 2815.00 feet a central angle of 00° 34' 30", the chord bearing and distance of said curve being S 63° 17' 00" E, 28.25 feet to a point;
- 5) Thence along a curve to the right, having a radius of 2815.00 feet, a central angle of 10° 34' 30", the chord bearing and distance of said curve being S 57° 42' 28" E, 518.82 feet to a point;
- 6) Thence S 52° 25' 15" E a distance of 673.41 feet to a point;
- 7) Thence S 77° 40' 10" E a distance of 20.69 feet to a point;
- 8) Thence S 52° 25' 15" E a distance of 1316.08 feet to a point; thence S 14° 17' 35" E along the division line between the lands now or formerly of Johnston on the east and lands now or formerly of Lawrence Stelrele Corporation on the west a distance of 221.04 feet to a point in the aforementioned westerly boundary of School Road; thence southerly along said westerly boundary of School Road the following:
  - 1) S 21° 07' 35" W a distance of 58.85 feet to a point;
  - 2) S 19° 21' 03" W a distance of 152.04 feet to a point;

- 3) S 10° 23' 20" W a distance of 327.35 feet to a point;
- 4) S 05° 12' 50" W a distance of 53.87 feet to a point;

Thence along the division line between the lands now or formerly of Sellnow on the south, east, and north and the lands now of formerly of Clinton A. Mission on the north, west and south the following:

- 1) N 73° 47' 35" W a distance of 190.0 feet to a point;
- 2) S 08° 59' 35" W a distance of 143.70 feet to a point;
- 3) S 84° 43' 25" E a distance of 196.00 feet to a point in the aforementioned westerly boundary of School Road.

Thence southerly along the westerly boundary of School Road the following:

- 1) S 05° 12' 50" W a distance of 37.67 feet to a point;
- 2) S 02° 16' 40" E a distance of 68.90 feet to a point;
- 3) S 00° 21' 50" W a distance of 79.20 feet to the point and place of beginning.

Together with a perpetual easement to use a fifty-foot right of way as a means of ingress and egress to and from the above described premises, which said fifty-foot right of way runs from the southerly line of the above described premises southerly across the lands now or formerly of Scherer to the northerly line of the Altamont Road as the same is more particularly shown on a survey entitled "Map showing Portion of lands of Geo. Johnston, Voorheesville-Town of New Scotland, N.Y.", made by R.E. Gilbert, L.S., dated September 22, 1956, and filed in the Albany County Clerk's Office on November 16, 1956, to which reference is hereby made for a more particular description of said right of way.

Parcel II

All that tract, piece or parcel of land situate, lying and being in the Town of New Scotland & Village of Voorheesville, Albany County, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of the lands of Niagara Mohawk Power Corp., at the intersection of said line with the division line between the lands of the people of the State of New York on the northwest and lands of Clinton A. Mission on the southeast; thence S 22° 46' 35" E along said Niagara Mohawk Power Corporation a distance of 1433.42 feet to a point; thence N 79° 35' 00" W along the division line between the lands now or formerly of Williams and the lands now or formerly of Bellanger on the south and the lands now or formerly of Clinton A. Mission on the north a distance of 69.55 feet to a point; thence N 75° 11' 10" W along the division line between the lands now or formerly of Bellanger; lands now or formerly of Cramer; lands now or formerly of Steeves on the south and the lands now or formerly of Clinton A. Mission on the north, a distance of 505.25 feet to a point; thence N 87° 09' 45" W along the northerly terminus of Kling Terrace a distance of 50.00 feet to a point; thence N 75° 55' 10" W along the division line between the lands now or formerly of Kling on the south and lands now or formerly of Clinton A. Mission on the north a distance of 562.98 feet to a point; thence N 01° 26' 10" W along the division line between the lands of the people of the State of New York on the west and the lands now or formerly of Clinton A. Mission on the east a distance of 416.57 feet to a point; thence N 35° 20' 50" E continuing along said division line a distance of 975.49 feet to the point and place of beginning.

TOGETHER with an easement for street and highway purposes in, on and over a strip of land 50 feet in width extending from the northerly end of Kling Terrace, as hereinafter described, to the southerly boundary line of the premises herein conveyed. Said Kling Terrace is described in a deed from J. Anna Kling to the Village of Voorheesville dated November 1, 1957, and recorded in the Albany County Clerk's Office December 14, 1957, in Book 1563 of Deeds at page 353. This deed is intended to assure the continuance of Kling Terrace as so conveyed, northerly to the southerly boundary line of the premises herein conveyed to the end that said Kling Terrace shall be and hereby is dedicated as a public highway and street extending from the Altamont Voorheesville Highway to the southerly boundary line of the premises herein conveyed.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) for conditions of conveyance such as fee interest, acquisition of controlling interest, etc.

Table for recording officer's use with columns for Amount received, Date received, and Transaction number.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		
2.		
3.		0 00
4.		0 00
5.		
6.		0 00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition ..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Atlas Copco Comptec LLC

Albany County Industrial Development Agency

 Grantor signature	Aaron Prato, Assistant Secretary Title	_____ Grantee signature	_____ Authorized Officer Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



