

COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY

GENERAL CERTIFICATE

This certificate is made in connection with the execution by the County of Chautauqua Industrial Development Agency (the "Agency") of the Project Agreement (as hereinafter defined) and any other document to be executed by the Agency (collectively, the "Agency Documents") in connection with the undertaking by the Agency of a project (the "Project") on behalf of Lawson Boat & Motor, LLC (the "Company"), consisting of the following (known as the 2019 Lawson Boat Project): (A)(1) the acquisition of an interest in one or more parcels of land consisting of approximately 3.21 acres and 2.5 acres of land, commonly known as 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York (collectively, the "Land"), (2) the renovation of two existing buildings aggregating approximately 14,000 square feet, and the construction of several buildings aggregating approximately 32,000 square feet, all located on the Land (collectively, the "Building", and together with the Land, collectively, the "Facility"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Equipment"), all of the foregoing for use by the Company as a full service marina and boat yard facility (collectively, the "Project Facility"); (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 or partial exemptions from real property taxes, sales and use taxes, and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Uniform Project Agreement dated as of May 1, 2019 (the "Project Agreement") between the Agency and the Company, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED, BEING THE ADMINISTRATIVE DIRECTOR/CEO OF THE AGENCY, HEREBY CERTIFIES THAT:

1. The Agency is an industrial development agency duly established under Chapter 1030 of the Laws of 1969 of the State of New York (the "State") constituting Title I of Article 18-A of the New York General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-h of said General Municipal Law (said Chapter and the enabling Act being hereinafter collectively referred to as the "Act"), and is a corporate governmental agency constituting a public benefit corporation of the State.

9. Attached hereto as Exhibit C is an affidavit of publication of notice of public hearings relating to the Public Hearings, which notice was published by the *Observer*.

10. Attached hereto as Exhibit D are the reports of the Public Hearings held with respect to the Project pursuant to Section 859-a of the Act.


11. 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 (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on March 26, 2019 (the "SEQR Resolution"), the Agency issued its Statement of Findings with respect to the Project. Attached as Exhibit E is a copy of the SEQR Resolution.

12. The Agency has complied with all of the agreements and satisfied all of the conditions on its part to be performed and satisfied by the terms of the Agency Documents on or prior to the Closing Date.

13. With respect to the Project Agreement, the Agency has made a careful inquiry of each member, officer and employee of the Agency having the power or duty to (A) negotiate, prepare, authorize or approve such document or authorize or approve payment thereunder, (B) audit bills or claims thereunder, or (C) appoint an officer or employee who has any of the powers or duties set forth above, as to whether or not such member, officer or employee has an interest (as defined pursuant to Article 18 of the General Municipal Law) in the Project Agreement, and upon information and belief, as a result of such inquiry, no such member, officer or employee has any such interest in the Project Agreement.

IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Agency and have affixed the seal of the Agency as of this ___ day of May, 2019.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Mark Geise
Administrative Director/CEO

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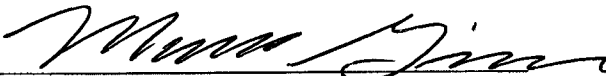
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IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Agency and have affixed the seal of the Agency as of this ___ day of May, 2019.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Mark Geise
Administrative Director/CEO

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IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Agency and have affixed the seal of the Agency as of this ___ day of May, 2019.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Mark Geise
Administrative Director/CEO

LAWSON BOAT & MOTOR, LLC
COMPANY GENERAL CERTIFICATE

This certificate is made in connection with the execution by LAWSON BOAT & MOTOR, LLC (the “Company”) of the Project Agreement (as hereinafter defined) and the other Transaction Documents (as defined in the Project Agreement) in connection with the undertaking by the County of Chautauqua Industrial Development Agency (the “Agency”), a public benefit corporation created pursuant to Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-h of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), of a project (the “Project”) consisting of the following: (A)(1) the acquisition of an interest in one or more parcels of land consisting of approximately 3.21 acres and 2.5 acres of land, commonly known as 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York (collectively, the “Land”), (2) the renovation of two existing buildings aggregating approximately 14,000 square feet, and the construction of several buildings aggregating approximately 32,000 square feet, all located on the Land (collectively, the “Building”, and together with the Land, collectively, the “Facility”), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “Equipment”), all of the foregoing for use by the Company as a full service marina and boat yard facility (collectively, the “Project Facility”); (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 or partial exemptions from real property taxes, sales and use taxes, and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Uniform Project Agreement dated as of June 1, 2019 (the “Project Agreement”) between the Company and the Agency except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York.
2. The Transaction Documents have been duly authorized, executed and delivered by the Company and have not been amended, modified or rescinded, remain in full force and effect and are the binding and enforceable obligations of the Company enforceable in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors’ rights generally.

3. No Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

4. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Transaction Documents at or prior to the Closing Date.

5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents or the transactions contemplated therein, or (B) the existence or organization of the Company.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization, as amended, of the Company, which Articles are in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company, which Operating Agreement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

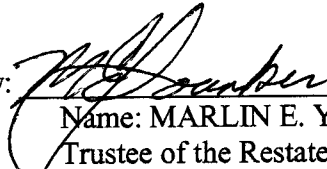
8. Attached hereto as Exhibit C is a true, correct and complete copy of the Consent of the Sole Member of the Company authorizing the execution, delivery and performance of the Project Agreement and the other Transaction Documents.

9. Attached hereto as Exhibit D is a true, correct and complete copy of the New York Secretary of State of New York certificate of good standing, which reflects that the Company is in good standing in the State of New York.

10. As of the Closing Date, there has been no material adverse change in the business, condition, property or prospects (financial or otherwise) of the Company since the date of the Company's application to the Agency.

IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Company as of this ___ day of June, 2019.

LAWSON BOAT & MOTOR, LLC

By: 
Name: MARLIN E. YOUNKER, as
Trustee of the Restatement of Declaration
of Trust of Marlin E. Younker, dated
August 16, 2013
Title: Sole Member

3. No Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

4. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Transaction Documents at or prior to the Closing Date.

5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents or the transactions contemplated therein, or (B) the existence or organization of the Company.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization, as amended, of the Company, which Articles are in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company, which Operating Agreement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

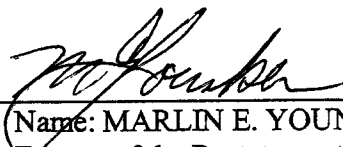
8. Attached hereto as Exhibit C is a true, correct and complete copy of the Consent of the Sole Member of the Company authorizing the execution, delivery and performance of the Project Agreement and the other Transaction Documents.

9. Attached hereto as Exhibit D is a true, correct and complete copy of the New York Secretary of State of New York certificate of good standing, which reflects that the Company is in good standing in the State of New York.

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6. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization, as amended, of the Company, which Articles are in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company, which Operating Agreement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.


8. Attached hereto as Exhibit C is a true, correct and complete copy of the Consent of the Sole Member of the Company authorizing the execution, delivery and performance of the Project Agreement and the other Transaction Documents.

9. Attached hereto as Exhibit D is a true, correct and complete copy of the New York Secretary of State of New York certificate of good standing, which reflects that the Company is in good standing in the State of New York.

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IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Company as of this ___ day of June, 2019.

LAWSON BOAT & MOTOR, LLC

By: 
Name: MARLIN E. YOUNKER, as
Trustee of the Restatement of Declaration
of Trust of Marlin E. Younker, dated
August 16, 2013
Title: Sole Member

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5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents or the transactions contemplated therein, or (B) the existence or organization of the Company.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization, as amended, of the Company, which Articles are in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company, which Operating Agreement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

8. Attached hereto as Exhibit C is a true, correct and complete copy of the Consent of the Sole Member of the Company authorizing the execution, delivery and performance of the Project Agreement and the other Transaction Documents.

9. Attached hereto as Exhibit D is a true, correct and complete copy of the New York Secretary of State of New York certificate of good standing, which reflects that the Company is in good standing in the State of New York.

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IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Company as of this ___ day of June, 2019.

LAWSON BOAT & MOTOR, LLC

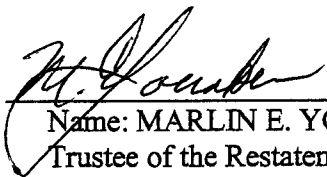
By: 
Name: MARLIN E. YOUNKER, as
Trustee of the Restatement of Declaration
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August 16, 2013
Title: Sole Member

EXHIBIT A
ARTICLES OF ORGANIZATION

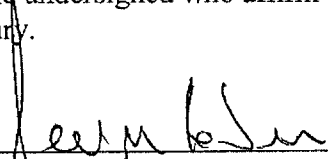
**ARTICLES OF ORGANIZATION
OF
LAWSON BOAT & MOTOR, LLC**

Under Section 203 of the Limited Liability Company Law:

- FIRST: The name of the Limited Liability Company is Lawson Boat & Motor, LLC
- SECOND: The county within the state in which the office of the Limited Liability Company is to be located is Chautauqua County.
- THIRD: The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him or her is 6605 South Dixie Highway, Suite 200, West Palm Beach, Florida 33405.
- FOURTH: The Limited Liability Company is to be managed by (check appropriate box):

- One or more Members
- A class or classes of Members
- One or more Managers
- A class or classes of Managers

IN WITNESS WHEREOF, this Certificate has been subscribed on this 17th day of April, 2018, by the undersigned who affirm that the statements made herein are true under the penalties of perjury.



(Signature)

Neil M. Robinson, Organizer
(Name and capacity of signer)

**ARTICLES OF ORGANIZATION
OF
LAWSON BOAT & MOTOR, LLC**

Under Section 203 of the Limited Liability
Company Law

Filer:

**Neil M. Robinson, Esq.
ROBINSON LAW OFFICE
501 W. Third Street
Jamestown, New York 14701**

EXHIBIT B
OPERATING AGREEMENT

**OPERATING AGREEMENT
OF
LAWSON BOAT & MOTOR
A NEW YORK STATE LIMITED LIABILITY COMPANY**

This Operating Agreement of Lawson Boat & Motor, LLC, effective as of this 19th day of April, 2018, by the undersigned confirms my understanding as to the matters contained herein.

FORMATION

A single individual has acted or will act as the organizer to form a Limited Liability Company by preparing, executing and filing with the New York Secretary of State the Articles of Organization pursuant to the New York Act.

ARTICLE I

Definitions

SECTION 1.1 As used herein, the following terms and phrases shall have the meanings indicated:

- A. "Act" shall mean the New York Limited Liability Company Act as amended.
- B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5 which will initially equal the Capital Contributions of such Member and will be (a) increased by the amount of Net Profits allocated to such Member and (b) reduced by the amount of Net Losses allocated to such Member and the amount of Cash Flow distributed to such Member. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Capital code.
- C. "Capital Contribution" shall mean the fair market value of the amounts distributed by the Members pursuant to Section 6.1.
- D. "Cash Flow" shall have the meaning provided in Section 7.1.
- E. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

- F. "Members" shall mean the persons designated as such in this Agreement, any successor(s) to their interest as such in the Company; and any other person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the then Members.
- G. "Net Profits" and "Net Losses" shall mean the net profit and the net loss, respectively of the Company determined in accordance with Section 8.1.
- H. The word "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the current profits of the Company bears to the aggregate shares of all the Members determined in accordance with Section 503 of the Act which states that profits and losses shall be allocated on the basis of the value of the contributions of each Member as stated in the Operating Agreement. A "majority in interest of the Members" and "two-thirds in interest of the Members" shall mean whose aggregate share of the current profits of the Company constitute more than one-half or two-thirds respectively, of the aggregate shares of the Members. A "Membership Interest" may be evidenced by a certificate issued by the Company. A "Membership Interest" may be expressed on a certificate as "Units" where a Member's Unit bears to the aggregate Membership Interest of all Members. A Member's Interest may be certificated security or uncertificated security within the meaning of Section 8-102 of the Uniformed Commercial Code if the requirements of Section 8-103(c) are met, and if the requirements are not met such interests shall, for purposes of the Uniformed Commercial Code, be deemed to be a general and tangible asset.
- I. "Company" shall mean this Limited Liability Company.
- J. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

- SECTION 2.1 The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.
- SECTION 2.2 The Company name shall be Lawson Boat & Motor, LLC. The Members shall be Members in the Company and shall continue to do business under

the name until they shall change the name or the Company shall terminate.

SECTION 2.3 The principal address of the Company shall be 6605 South Dixie Highway, Suite 200, West Palm Beach, Florida 33405, or such other place or places as the Members may determine.

SECTION 2.4 The Company shall not terminate except as provided in this Agreement.

ARTICLE III

Status of Members

Section 3.1 No Member will be bound by, or personally liable for the expenses, liabilities or obligations of the Company.

Section 3.2 No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

Section 3.3 No Member will have the right to require partition of the Property or to compel any sale or appraisal of the Company's assets or any sale of a deceased Members' Interest in the Company's assets, notwithstanding any provisions of law to the contrary.

ARTICLE IV

Meeting of Members

Section 4.1 An annual meeting of the Members shall be held within five (5) months after the close for the fiscal year of the Company. On such date and at such time and place (either within or without the state of its organization) as shall be fixed by the Members.

Section 4.2 A special meeting of the Members may be called at any time by a Member and shall be called by a Member at the request in writing of a majority in interest of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of the Members shall be confined to the purposes set forth in the notice thereof.

Section 4.3 Written notice of the time, place and purpose of every meeting of the Members (and, if other than an annual meeting, the person or persons at whose discretion is being called), shall be given to each Member of record entitled to vote at such meeting, not less than ten (10) nor more than sixty

(60) days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his/her address appearing on the record book of the Company or at such other address supplied by him/ her in writing for the purpose of receiving notice.

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business that as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made during the original meeting.

Section 4.4

The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of Members except as otherwise provided by statute or the Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Member entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than notice at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by subsequent withdrawal of any Members.

Section 4.5

Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his/her Membership Interest in the Company held by him/her of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized a majority in interest of the votes cast by the Member entitled to vote thereon except as may otherwise be provided by statute, the Article of Organization or this Operating Agreement.

Section 4.6

Every proxy must be signed by the Member entitled to vote or by his/her

duly authorized attorney-in-fact and shall be valid only if filed with the Company prior to the commencement of voting on the matter to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed the proxy and the revocation is filed with the Company prior to the voting of the proxy.

Section 4.7

All meetings of Members shall be presided over by a Member thereby chosen by the Members at the meeting. The person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

Section 4.8

For the purpose of determining the Members entitled to notice of, or vote at any meeting of Members or adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive payment of any distribution of Cash Flow or the allotment of any rights, or for the purpose of any other action, the Members may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of any meeting nor more than fifty (50) days prior to any action taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When determination of Members of record entitled to notice of, or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Members fix a new record date under this Section for the adjourned date.

Section 4.9

The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided in the Act.

ARTICLE V

Management

Section 5.1 Management of the Company shall be vested in the Members.

Section 5.2 The Company shall be managed by the Members and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Members in accordance with this Agreement. In addition to and not in limitation of any rights and powers confirmed by law or other provisions of this Agreement, the Members shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits. Such power shall include, without limitation, the following:

- A. To open accounts and deposit and maintain funds in the name of the Company in banks or savings and loan associations;
- B. To determine the appropriate accounting method or methods to be used by the Company;
- C. To commence lawsuits and other proceedings;
- D. To retain accountants, attorneys or other agents to act on behalf of the Company;
- E. To execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the Members deem necessary and appropriate.

Section 5.3 Notwithstanding the foregoing, the Members may not make any of the following management decisions without obtaining the consent of two-thirds (2/3) in interest of the Members:

- A. To acquire, sell, assign, or otherwise transfer any interest in real property;
- B. To create any indebtedness for borrowed money whether or not secured;
- C. To make, execute or deliver on behalf of the Company any assignment for the benefit of creditors or any guarantee, indemnity bond, or surety bond;
- D. To obligate the Company or any Member as a surety, guarantor or accommodation party to any obligations;

- E. To confess any judgment on behalf of the Company;
- F. To do any act which makes it impossible to carry on the ordinary business of the Company;
- G. To make any decision regarding any employee;
- H. To obligate the Company in any manner for a liability in excess of Ten Thousand Dollars (\$10,000.00).

Section 5.4 The Members shall serve as Tax Matters Member as such term is defined in Code Section 6231(a)(7).

Section 5.5 Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he/her, his/her Testator or Intestate, then, is, or was a Member, employee or agent of the Company or then serves or has served on the behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, finds and amount actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other rights to which such person made be entitled.

ARTICLE VI

Capitals

Section 6.1 The Members have contributed to the Company in exchange for their Membership Interest and their interest the cashing of their property as set forth on Scheduled A, annexed hereto.

Section 6.2 The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

Section 6.3 Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

Section 6.4 No interest shall be paid on the Capital Account of any Member.

Section 6.5 A Capital Account shall be established for each Member on the books and

records of the Company in accordance with Section 1.1(B). If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

ARTICLE VII

Distributions of Cash

Section 7.1 The Company shall distribute to the Members from time to time all cash (regardless of the source) of the Company which is not required for the operation or the reasonable working Capital requirements of the Company, (such cash is sometimes referred to herein as "Cash Flow"). For the purposes of this Agreement all Cash Flow allocated to the Members shall be allocated among them in ratio in which the total Capital Contributed by each Member pursuant to Section 6.1 on the last day of the calendar month during the year bears to the total capital contributed of days during such month in which such person was a Member.

Section 7.2 Distributions of Cash Flow shall be made from time to time in such manner as determined by the Operating Manager.

ARTICLE VIII

Profits and Losses

Section 8.1 The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

Section 8.2 The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions of Cash Flow pursuant to Section 7.1, or if there is no Cash Flow, that they would have shared if there had been Cash Flow.

Section 8.3 References herein to "Reg. Sec.", are to the regulations promulgated by the United States Treasury to the code. The terms "minimum gain", "minimum gain charge back", "qualified income loss set" and "nonrecourse deduction" are to be interpreted consistent with the definitions of such terms in Reg. Sec. 1-704-2(f) and Reg. Sec. 1.704-1.. "Nonrecourse liability" means any liability with respect to which no

Member bears the risk of loss under Code Section 752. The following special allocations shall be made in the following order:

A. Except as otherwise set forth in Reg. Sec. 1.704-2(f), if there is a net increase in minimum gain during the fiscal year of the Company, each Member, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Members' share of the net increase of minimum gain determined in accordance with Reg. Sec. 1.704-2(g). Allocation in accordance with this Section shall be made first from the disposition of Company assets subject to non-recourse liabilities, to the extent of the minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Companies' other items of income and gain for the taxable year. This Section is intended to comply with the minimum gain charge back requirement of Reg. Sec. 1.704-2(f).

B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Members' non-recourse liability minimum gain attributable to the Member's non-recourse liabilities during any fiscal year, each Member who has a share of the Member non-recourse liability minimum gain attributable to Member non-recourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease of Members' non-recourse debt minimum gain attributable to such Member non-recourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member non-recourse liabilities to the extent to Member minimum attributable to those assets, and thereafter, from a pro-rata portion of the Companies' other items of income and gain for the fiscal year. This Section is intended to comply with the minimum gain charge back requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution described in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income in gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his/her adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the Agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company.

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member non-recourse liability to which such deduction is attributable.

Section 8.4 Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code Section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the distribution of the property.

ARTICLE IV

Admission and Withdrawal of a Member

Section 9.1 A Member may transfer his/her interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transfer or otherwise would be entitled.

Section 9.2 The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to Section 9.1 as well as, among other things, to provide for the division of profits, losses and Cash Flow among the Members.

Section 9.3 All costs and expenses incurred by the Company in connection of the assignment of a Member's interest including any filing fees and publishing cost and the fees and disbursement of counsel, shall be paid by the assigning Member.

Section 9.4 Each person who becomes a Member of the Company, becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

ARTICLE X

Termination or Dissolution of the Company

Section 10.1 The Company shall be terminated by (a) a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

Section 10.2 The Company shall be terminated in the event any Member:

(i) withdraws, resigns or is expelled from the Company;

(ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself an reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to consent the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a Trustee, receiver or liquidator for all or any or a substantial part of his/her properties;

(iii) dies; or

(iv) a judgment is entered by a court of competence jurisdiction adjudicating him/her incompetent to manage his/her person or his/her property.

Section 10.3 If the Company is dissolved, the owners of a majority in interest of remaining Members may elect to reconstitute and continue the Company as a Successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not resolve in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

Section 10.4 Upon the termination and dissolution of the Company, any person elected to perform such liquidation by the written consent of the owners of majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common, with all other Members so entitled. The fair market value of such assets shall be determined by an

independent appraiser to be selected by the Companies' independent public accountants. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the basis of such property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with Section 8.2) for the purpose of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 10.4.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the Members, in proportion to the amounts of their respective positive Capital Accounts as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to be repay the negative amount of his/her Capital Account.

ARTICLE XI

Books and Reports

Section 11.1

The Members shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered fully and accurately, each and every transaction of the Company, shall be kept at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and pre-particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. The determinations by the Members with respect to the treatment of any item or allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Articles of Organization of the Limited Liability Company and any amendments thereto; a copy of the Limited Liability Company Operating Agreement

and any amendments thereto; a copy of the Limited Liability Companies' Federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his/her expense to have his/her accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section and the Operating Manager will make such books and records and information available for such examinations and/or audits.

Section 11.2 No value shall be placed for any purpose upon the Company name or the right to adduce, or upon the good will of the Company or its' business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name or the right to adduce, nor the good will of the Company, shall be considered an asset of the Company.

Section 11.3 The Members shall receive within a reasonable period after the close of each year the following: (a) annual statements of the Companies' gross receipts and operating expenses, and the Capital Accounts of each Member, prepared by the Companies' independent public accountants, to be transmitted to each Member; and (b) the report to be transmitted to each Member indicating the Member's share of the Company's profit or loss for that year and the Member's amicable share of all items of income, gain, loss, deduction and credit, for Federal income tax purposes.

ARTICLE XII

Tax Elections

Section 12.1 In the event of the transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company Property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company Property to be adjusted for Federal income tax purposes, as provided by section 734 and 743 of the Code.

ARTICLE XIII

Miscellaneous

Section 13.1 Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or

certified mail, return receipt requested, to the parties at the following addresses or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him/her:

A. If to the Company, at the address of the Company.

B. If to any Member, to him/her at his/her address set forth on the books and records of the Company.

Section 13.2 This Agreement contains a complete statement of all the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written Agreement executed by all the Members. There are no representations, Agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Section 13.3 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Section 13.4 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other person or circumstances shall not be effected, but rather shall be enforced to the extent permitted by law.

Section 13.5 Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the Property of the Company are deemed to include the profits, losses and Cash Flow of the Property.

Section 13.6 Irrespective of the place of execution or performance, this Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to Agreements made and to be performed in the State of New York.

Section 13.7 The captions, headings and tables of contents of this Agreement are solely for convenience or of references and shall not effect it's interpretation.

Section 13.8 The parties designate Chautauqua County as the proper venue for any and

Restatement of Declaration of Trust of
Marlin E. Younker dated August 16, 2013

By *M E Younker*
Trustee

"SCHEDULE A"

List of Members, Capital Contribution, Names and addresses:

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EXHIBIT C

CONSENT OF SOLE MEMBER

EXHIBIT D

NEW YORK CERTIFICATE OF GOOD STANDING

**State of New York
Department of State } ss:**

I hereby certify, that LAWSON BOAT & MOTOR, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/18/2018, and that the Limited Liability Company is existing so far as shown by the records of the Department.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 30th day of May
two thousand and nineteen.*

A handwritten signature in black ink that reads "Whitney Clark". The signature is written in a cursive style.

Whitney Clark
Deputy Secretary of State

GENERAL CERTIFICATE

This certificate is made in connection with the execution by Marlin E. Younker, as Trustee of the Restatement of Declaration of Trust of Marlin E. Younker, dated August 16, 2013 (the "Trust") of the Guaranty dated as of June 1, 2019 (the "Guaranty") made by the Trust and Marlin E. Younker in favor of County of Chautauqua Industrial Development Agency (the "Agency"), in connection with the undertaking by the Agency of a project (the "Project") for Lawson Boat & Motor, LLC (the "Company") consisting of the following: (A)(1) the acquisition of an interest in one or more parcels of land consisting of approximately 3.21 acres and 2.5 acres of land, commonly known as 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York (collectively, the "Land"), (2) the renovation of two existing buildings aggregating approximately 14,000 square feet, and the construction of several buildings aggregating approximately 32,000 square feet, all located on the Land (collectively, the "Building", and together with the Land, collectively, the "Facility"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Equipment"), all of the foregoing for use by the Company as a full service marina and boat yard facility (collectively, the "Project Facility"); (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 or partial exemptions from real property taxes, sales and use taxes, and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Uniform Project Agreement dated as of June 1, 2019 (the "Project Agreement") between the Company and the Agency except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. The Trust is an inter vivos trust duly organized and validly under the laws of the State of New York, with full legal power and authority to hold assets in trust, conduct its business and execute and deliver the Guaranty and the other Transaction Documents to which it is a party.

2. The Guaranty and the other Transaction Documents to which the Trust is a party have been duly authorized, executed and delivered by the Trust and have not been amended, modified or rescinded, remain in full force and effect and are the binding and enforceable obligations of the Trust enforceable in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

3. No Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

4. The Trust has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Guaranty and the other Transaction Documents to which it is a party at or prior to the Closing Date.

5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Trust wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents to which the Trust is a party or the transactions contemplated therein, or (B) the existence or organization of the Trust.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Restatement of Declaration of Trust, dated August 16, 2013 (the "Restatement"), of the Trust, which Restatement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Consent of the sole Trustee of the Trust authorizing the execution, delivery and performance of the Guaranty and the other Transaction Documents to which the Trust is a party.

8. All beneficiaries of the Trust are alive.

IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Trust as of this 28 day of June, 2019.



MARLIN E. YOUNKER, as Trustee of the
Restatement of Declaration of Trust of Marlin E.
Younker, dated August 16, 2013

3. No Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

4. The Trust has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Guaranty and the other Transaction Documents to which it is a party at or prior to the Closing Date.

5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Trust wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents to which the Trust is a party or the transactions contemplated therein, or (B) the existence or organization of the Trust.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Restatement of Declaration of Trust, dated August 16, 2013 (the "Restatement"), of the Trust, which Restatement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Consent of the sole Trustee of the Trust authorizing the execution, delivery and performance of the Guaranty and the other Transaction Documents to which the Trust is a party.

8. All beneficiaries of the Trust are alive.

IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Trust as of this ___ day of June, 2019.



MARLIN E. YOUNKER, as Trustee of the
Restatement of Declaration of Trust of Marlin E.
Younker, dated August 16, 2013

3. No Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

4. The Trust has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Guaranty and the other Transaction Documents to which it is a party at or prior to the Closing Date.

5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Trust wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents to which the Trust is a party or the transactions contemplated therein, or (B) the existence or organization of the Trust.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Restatement of Declaration of Trust, dated August 16, 2013 (the "Restatement"), of the Trust, which Restatement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Consent of the sole Trustee of the Trust authorizing the execution, delivery and performance of the Guaranty and the other Transaction Documents to which the Trust is a party.

8. All beneficiaries of the Trust are alive.

IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Trust as of this ____ day of June, 2019.



MARLIN E. YOUNKER, as Trustee of the Restatement of Declaration of Trust of Marlin E. Younker, dated August 16, 2013

3. No Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

4. The Trust has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Guaranty and the other Transaction Documents to which it is a party at or prior to the Closing Date.

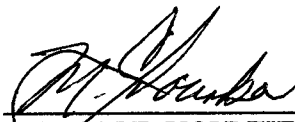
5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, public board or body pending or, to our knowledge, threatened against or affecting the Trust wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or the enforceability of the Transaction Documents to which the Trust is a party or the transactions contemplated therein, or (B) the existence or organization of the Trust.

6. Attached hereto as Exhibit A is a true, correct and complete copy of the Restatement of Declaration of Trust, dated August 16, 2013 (the "Restatement"), of the Trust, which Restatement is in full force and effect on and as of the Closing Date, without modification or amendment in any respect.

7. Attached hereto as Exhibit B is a true, correct and complete copy of the Consent of the sole Trustee of the Trust authorizing the execution, delivery and performance of the Guaranty and the other Transaction Documents to which the Trust is a party.

8. All beneficiaries of the Trust are alive.

IN WITNESS WHEREOF, I have hereunto set my signature on behalf of the Trust as of this ___ day of June, 2019.




MARLIN E. YOUNKER, as Trustee of the
Restatement of Declaration of Trust of Marlin E.
Younker, dated August 16, 2013

EXHIBIT A
RESTATEMENT OF DECLARATION OF TRUST

CERTIFICATION OF TRUST
OF THE
RESTATEMENT OF DECLARATION OF TRUST
OF
MARLIN E. YOUNKER
dated August 16, 2013

I, Marlin E. Younker, hereby certify the following:

1. On August 16, 2013, the undersigned as both Grantor and Trustee entered into the Restatement of Declaration of Trust of Marlin E. Younker (the "Trust"), which restatement totally amended and restated my prior Declaration of Trust dated October 27, 1993;
2. The first page of the Trust, the Trustee designation, Trustee's powers, and the execution pages of the Trust are attached hereto as Exhibit A and incorporated herein;
3. The Trust is revocable;
4. Trust property is titled to and in the name of Marlin E. Younker, Trustee of the Restatement of Declaration of Trust of Marlin E. Younker, dated August 13, 2013; and
5. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.



Marlin E. Younker, Grantor and Trustee

STATE OF Florida)
) ss:
COUNTY OF Palm Beach)

SWORN TO BEFORE ME and subscribed in my presence on this 23rd day of April, 2019.



Notary Public

This instrument prepared by:
James A. Goldsmith, Esq.
Ulmer & Bernc LLP
1660 W. 2nd Street, Suite 1100
Cleveland, OH 44113-1448

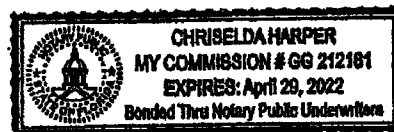


EXHIBIT A

(see attached)

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Original in vault at offices of Ulmer & Berne LLP, 1660 West 2nd Street,
Suite 1100, Cleveland, OH 44113-1448, (216) 583-7000.

RESTATEMENT
OF
DECLARATION OF TRUST
OF
MARLIN E. YOUNKER

Pursuant to the rights reserved by me, I, MARLIN E. YOUNKER, as Grantor, on November 12, 2013, hereby modify and, for convenience of administration, completely restate my Declaration of Trust previously entered into by me as Grantor and Trustee, dated October 27, 1993, so that hereafter all proceeds, benefits and property payable to or held, collected or received by the Trustee, together with all investments and reinvestments thereof, shall be administered by the Trustee, in trust, as hereinafter provided in this Restatement of Declaration of Trust.

FIRST: During my lifetime, the Trustee, in its uncontrolled discretion, may pay to me, or apply for my benefit, such amounts of the net income and/or principal of said trust as the Trustee, in its uncontrolled discretion, may determine to be necessary or proper to provide for my support, maintenance, comfort, health, education and happiness, taking into consideration my comfortable and accustomed standard of living and any other sources of income I may have to the knowledge of the Trustee; and in the event of my incapacity, the Trustee, in its uncontrolled discretion, may pay to, or apply for the benefit of, any one or more of the group consisting of myself, my wife, LYND A. G. YOUNKER, and my issue such amounts of the net income and/or

my wife, LYNDA G. YOUNKER;
my issue;

and in case such trust shall not be completely distributed or distributable prior to the expiration of such period, all of the income and principal thereof shall be distributed to those beneficiaries specified in this instrument for whose primary benefit such trust is then being held by the Trustee (or for whose benefit it would be held if no act proscribed by Paragraph NINTH hereof had occurred), and in the proportions then held or, if such trust is then being held for the benefit of the issue of a deceased person, per stirpes to such issue of such deceased person.

ELEVENTH: In extension and not in limitation of powers given to it by law or other provisions of this instrument, the Trustee of each trust established hereunder shall have the following powers with respect to such trust, in each case to be exercised from time to time for trust purposes in its discretion and without order or approval of court:

- A. Each of the trusts which may be created hereunder shall constitute a separate trust, and each trust shall be administered and accounted for separately. In addition, if my Personal Representative makes an effective election under Section 2056(b)(7) of the Code to qualify a fractional or percentile share of the entire Marital Trust or specific portion thereof for the federal estate tax marital deduction, the Marital Trust shall be divided into separate trusts to reflect such partial election. Such division shall be made according to the fair market value of the assets of the Marital Trust at the time of the division. Notwithstanding the foregoing, all of the assets in such trusts (other than the Marital Trust) may be held collectively, with no physical division thereof, until such time as distribution is actually made by the Trustee.
- B. In any case in which the Trustee is required physically to divide property held by it into parts or to distribute it, the Trustee may, in its discretion, make such division or distribution in kind or in money, or partly in kind and partly in money, and to that end may allot specific property, real or personal, or an undivided interest or interests therein, to such part or parts.
- C. The Trustee shall have full power to improve, lease for any term irrespective of the duration of the trusts, rent, sell, exchange, convey, manage, hold and control, lend, and invest and reinvest the assets of the trusts, to make contracts concerning the assets of the trusts, and to grant options for the purchase thereof in connection with leases thereof and

otherwise, in such manner, for such consideration, and upon such terms as it deems best, irrespective of any statutes, rules or practices of courts now or hereafter in force limiting the investments of trustees, with full power to convert realty into personalty and personalty into realty. Notwithstanding the foregoing, the Trustee shall have no duty to invest nominal amounts held hereunder.

- D. The Trustee shall have full power to borrow money (including from itself in its non-fiduciary capacity) upon such terms and conditions, at any time or times, and for such purposes of the trusts as it may deem best. For sums so borrowed, the Trustee may issue its promissory notes as Trustee and secure the payment thereof by mortgaging or pledging any part or all of the assets of the trusts.
- E. The Trustee shall have full power to compound, compromise, settle and adjust all claims and demands in favor of or against the trusts upon such terms as it deems best.
- F. The Trustee shall have full power, upon such terms and conditions as it may deem best, to vote in person or by proxy any stocks, bonds, securities or other ownership interests held by it; to exercise any options appurtenant thereto for the conversion thereof into other stocks, bonds, securities or ownership interests; to exercise any rights to subscribe for or purchase additional stocks, bonds, securities or other ownership interests, and to make all necessary payments therefor; to join in or to dissent from and to oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations, entities or other properties in which it may be interested as Trustee; and to consent in writing to any such action.
- G. The Trustee shall allocate gains, losses and expenses between principal and income and shall determine all questions of allocation between principal and income as it may deem equitable and in accordance with reasonable trust accounting principles. In addition, the Trustee may provide for a reasonable depreciation charge against income in the case of trust assets which are subject to depreciation. It is my express intention that, with respect to the Marital Trust, the Trustee shall make such allocations and provisions for depreciation in such manner that my wife, LYNDA G. YOUNKER, shall not be deprived of that beneficial enjoyment of the assets thereof required by the federal estate tax laws.
- H. The Trustee is not required to follow the provisions of the so-called Florida Principal and Income Act to the extent it determines, in its uncontrolled discretion, that said provisions are not equitable to the beneficiaries hereunder.
- I. The Trustee is authorized, in its discretion, to register any property held hereunder in the name of the Trustee or in the name of a nominee, with or

without the addition of words indicating that such property is held in a fiduciary capacity, and to hold in bearer form any property held hereunder so that title thereto will pass by delivery; but the books and records of the Trustee shall show that all such property is part of the trusts.

- J. The Trustee is authorized and empowered to employ such agents, assistants, attorneys-in-fact, experts, investment counsel, legal counsel, accountants, custodians of trust assets, brokers and advisors as it deems advisable, and to delegate discretionary powers to and rely upon information or advice furnished by such persons.
- K. The Trustee is authorized and empowered to execute and deliver all instruments and to perform all acts that may be necessary or convenient in the administration of these trusts.
- L. The Trustee hereunder may retain all or any part of the assets of any trust created hereunder in the form in which such property may be at the time of my death, or at the time of the acquisition thereof by the Trustee, so long as it may deem advisable, whether or not such property is nonproductive, unsecured, nondiversified or of a wasting nature, and notwithstanding that such property may be stock of a corporate Trustee, or may not represent valid investments by a fiduciary under the laws of the State of Florida, without liability for depreciation or diminution or failure of appreciation in value; provided, however, that with respect to the Marital Trust, my wife, LYNDA G. YOUNKER, shall have the authority to require the Trustee to make any nonproductive property productive or convert such property within a reasonable time.
- M. No purchaser from nor lender to the Trustee need see to the application of the purchase or loan money to the purposes of the trusts, and the receipt of the Trustee shall be a complete discharge to any such person.
- N. The Trustee shall keep full books of account showing the condition of the trusts, which shall be open at all reasonable times to the inspection of any beneficiary of the trusts.
- O. The Trustee is authorized to improve or develop real estate; to construct, alter, repair, or demolish buildings or other structures; to settle boundary lines and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way; to grant easements; to insure, vacate, subdivide, or dedicate such property; to set up reserves out of income for taxes and assessments and for the repair and general upkeep of buildings and structures; and to foreclose, extend, assign, release and discharge mortgages, wholly or partially. In the event that any residence in which I may have a legal and/or equitable interest shall become an asset of the trust, then anything herein to the contrary notwithstanding, I direct that so long as the Trustee, in its uncontrolled

discretion, retains said residence (or its replacement) as an asset of a trust created hereunder for the benefit of my wife, LYNDIA G. YOUNKER, my said wife shall have the right to live in said residence rent-free so long as my said wife desires. I further direct that my said wife shall pay all assessments, insurance premiums, taxes, utilities and ordinary repairs during such time as my said wife continues to live in said residence and said residence remains an asset of the trust.

- P. The Trustee may exercise, in such manner and to such extent as it shall deem advisable, any elections or choices available under the federal or state tax laws, even though such action may be advantageous to one or more of the beneficiaries hereunder and disadvantageous to other beneficiaries. The Trustee shall have no duty to make any adjustments in its accounts for the benefit of any beneficiary adversely affected by any such election.
- Q. The Trustee is authorized to continue the operation of any business (whether or not incorporated) that I may own at the time of my death for such period as the Trustee deems wise, with full power to operate in my name, in the name of my estate or the trusts, or under any trade name that I have used, and in connection therewith to employ and compensate a manager and such other persons as the Trustee deems wise. The Trustee may take such actions without liability for any losses incurred or for any depreciation in the value of any of the assets used. The Trustee may liquidate such business or sell the same as a going business. The Trustee shall not be required to file any reports with any Court concerning the operation of any such business, except a report of the net income or net loss as a part of any regular accounts filed with the Court.
- R. The Trustee is authorized to organize or join with others in the organization of corporations, partnerships or other entities to receive title to assets of the trusts, to carry on a business, or for any other purpose and may hold or dispose of stock or interests which it acquires in such corporations, partnerships or other entities.
- S. The Trustee may hold, acquire, purchase and dispose of or otherwise deal with life insurance, annuities and other forms of insurance on the life of any beneficiary hereunder or upon the lives of others for the benefit of any such beneficiary. The Trustee shall have full power and authority to exercise at any time or times any and all rights, benefits and privileges which an individual having absolute title and ownership of said policies might exercise. The Trustee shall not be bound to pay, or to see to the payment of, any premiums due or to become due on any policy of insurance on my life at any time hereunder, or to see that any such policies are kept in force. The Trustee shall use its best efforts to collect all sums payable under such policies upon their maturity by reason of my death or otherwise. The Trustee shall not, however, be required to take legal

proceedings to enforce payment until reasonably indemnified against costs and expenses in connection with such proceedings. The receipt of the Trustee shall be full acquittance and discharge to the companies issuing such policies, and the same shall relieve said companies from any duty to see to the application of the proceeds and the fulfillment of the trusts created hereunder.

- T. Wherever discretion or authority is granted to the Trustee hereunder or by law, the determination made by the Trustee, in the absence of abuse of discretion, shall be binding upon all parties interested in the trusts.
- U. Except for the wrongful acts of any nominee selected by it pursuant to subparagraph I of this Paragraph ELEVENTH, the Trustee shall not be held responsible for any loss sustained by the trusts through any error of judgment or through the exercise of any discretion granted it under this instrument or by law, except only for its willful misconduct or breach of good faith. The Trustee hereunder shall not be personally liable on any contract or indebtedness of or claim against said trusts, or upon a mortgage, trust deed, note, or other instrument executed under the provisions hereof.
- V. It is my intention that the Marital Trust shall qualify for the federal estate tax marital deduction (if and to the extent that an appropriate election is made by my Personal Representative) and that the Credit Shelter Trust utilize to the extent provided herein the federal estate tax unified credit and state death tax credit, if any (and any other similar credits, exclusions, exemptions or tax-free allowances under future estate tax laws). I therefore direct that all provisions hereof be construed and administered to effectuate such intentions and that the powers and discretions of the Trustee be not exercised or exercisable with respect to the property in such trusts except in a manner consistent with such intentions.
- W. If, on the death of any beneficiary of a trust created hereunder, there shall be insufficient assets in such beneficiary's estate to pay his funeral and burial expenses (including the costs of a suitable marker for his grave) and/or expenses of his last illness, then the Trustee may, in its uncontrolled discretion, pay any or all such charges from the assets of the trust held for such beneficiary unless such beneficiary has directed otherwise by the exercise of a power of appointment.
- X. The Trustee may, in its discretion, purchase securities or other assets from my estate and from the estate of my wife, LYNDIA G. YOUNKER, at such prices and upon such terms as the Trustee may deem fair and advisable, with similar retention powers as provided in subparagraph L of this Paragraph ELEVENTH. The Trustee may lend or advance to my estate and the estate of my said wife such portions of the principal of the trusts as it, in its uncontrolled discretion, shall deem advisable, and such loans or

advances may be made upon such terms and conditions as shall be agreed upon between the Trustee and the legal representative of such estate.

- Y. If my Personal Representative makes written demand upon the Trustee therefor, I direct the Trustee to distribute to my Personal Representative out of the income and/or principal of the trust estate (other than from the Marital Trust and other than from any assets which are not otherwise includible in my gross estate for federal or state estate or inheritance tax purposes unless paid or payable by the Trustee to or on behalf of my estate), an amount necessary to pay any part or all of any bequests under my Will, my funeral expenses, the expenses of the administration of my estate, and any part or all of the estate, inheritance and transfer taxes which may be assessed by reason of my death, including any interest and penalties thereon, whether or not such taxes are attributable to the assets held in trust hereunder. In addition, the Trustee, in its uncontrolled discretion, may pay directly to the beneficiaries thereof any bequests which cannot otherwise be satisfied from my probate estate.

TWELFTH: I name myself as the initial Trustee of the trusts created hereunder.

Upon my death, resignation or incapacity, I name as successor Trustee to fill such vacancy or any vacancy that may thereafter occur the first, in the order named, who is able and willing to serve of the following:

my wife, LYNDA G. YOUNKER;
my daughter, GRETCHEN LEVY;
my son, JON YOUNKER;
my daughter, ALLISON HANSON;
RHONDA MANSELL, of Lake County, Ohio;
PNC BANK, N.A., Cleveland, Ohio.

Notwithstanding the foregoing, at such time as a separate trust is created for the benefit of a child of mine pursuant to the provisions of Paragraphs FOURTH-A hereof, I name such child of mine for whose primary benefit such trust is then being held as Trustee of such separate trust for his benefit. If such child of mine dies or declines, ceases or is unable to serve as Trustee of such trust for his own benefit, then the Trustee or successor Trustee otherwise named to serve as Trustee of the trusts created hereunder pursuant to the provisions of this Paragraph TWELFTH shall serve as successor Trustee of such trust.

TWENTIETH: Where necessary or appropriate to the meaning hereof, the singular and plural shall be deemed to include each other, and the masculine, feminine, and neuter shall be deemed to include each other. References herein to a fiduciary in the neuter singular shall include all persons and organizations so named herein and then acting hereunder in such capacity. "Then living," "surviving" or words of similar purport include persons then in gestation who are ultimately born alive. "Child," "children," "issue" and words of similar purport shall also include persons whose relationship is such by adoption while a minor, as well as the issue of such adopted persons, whether such issue be lineal or by adoption, and shall include any issue of mine adopted by any person.

IN WITNESS WHEREOF, I, MARLIN E. YOUNKER, as Grantor and as Trustee, have set my hand, to this instrument, in duplicate, at Paris, Ohio, Ohio, on the day and year first above written.

Signed in the presence of:

[Signature]
[Signature]

[Signature]
MARLIN E. YOUNKER Grantor and Trustee

AFFIDAVIT

We, MARLIN E. YOUNKER, Marlin E. Younger and James J. Younger, the Grantor and the witnesses respectively, whose names are signed to the foregoing instrument, being first duly sworn, hereby declare to the undersigned officer that said Grantor signed the instrument as his Restatement of Declaration of Trust and that he signed voluntarily and that each of us in the presence of the Grantor, at his request, and in the presence of each other, did sign the Restatement of Declaration of Trust as a witness and that to the best of the knowledge of each witness the Grantor was at the time 18 or more years of age, of sound mind and under no constraint or undue influence.

Marlin E. Younger
MARLIN E. YOUNKER Grantor

James J. Younger

SUBSCRIBED AND ACKNOWLEDGED before me by MARLIN E. YOUNKER, the Grantor, and subscribed and sworn to before me by James J. Younger and James J. Younger, as witnesses, on this 10 day of August, 2013.

Linda M. Bichko
Notary Public



LINDA M. BICHKO
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires May 10, 2017

EXHIBIT B

CONSENT OF TRUSTEES

CONSENT OF TRUSTEES

OF THE

RESTATEMENT OF DECLARATION OF TRUST OF MARLIN E. YOUNKER DATED AUGUST 16, 2003

1. The undersigned Marlin E. Younker and Donna M. Sotillo are the Co-Trustees of the Restatement of Declaration of Trust of Marlin E. Younker of August 16, 2003.

2. Said Trust is the sole member of Lawson Boat & Motor, LLC, a New York Limited Liability Company.

3. Lawson Boat & Motor, LLC is the owner of real property and improvements located at 3017 Fluvanna Avenue Extension which premises are located within both the City of Jamestown and Town of Ellicott, County of Chautauqua and State of New York.

4. Lawson Boat & Motor, LLC is entering into an agreement with the Chautauqua County Industrial Development Agency with respect to a certain project at 3017 Fluvanna Avenue Extension, Jamestown, New York which project consists of renovation of existing buildings, construction of new buildings, the acquisition and installation of furniture fixtures, machinery and equipment for use by Lawson Boat & Motor, LLC as a full service marina and boat yard located at such location.

5. In connection with such project agreement with the Chautauqua County Industrial Development Agency, the Trust has been asked to execute a Guaranty to the Chautauqua County Industrial Development Agency guarantying the performance of Lawson Boat & Motor, LLC with respect to any and all agreements, obligations and payment of debt. The Trustees consent on behalf of the Trust to the execution of said Guaranty and furthermore, authorize the Co-Trustee, Marlin E. Younker, to execute any and all necessary documentation on behalf of the Trust in connection with said Guaranty and any and all documentation required to be executed on behalf of the Trust and/or Lawson Boat & Motor, LLC in connection with said project.

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

M. Younker
Donna M. Sotillo

On the 28th day of June in the year 2019, before me, the undersigned, personally appeared Marlin E. Younker, 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 persons upon behalf of which the individual acted, executed the instrument.

Neil M. Robinson
Notary Public

NEIL M. ROBINSON, #02RO4644637
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires January 31, 2022

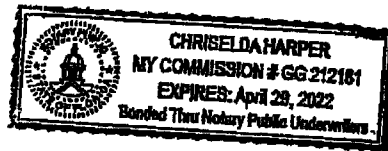
STATE OF FLORIDA

COUNTY OF *Palm Beach*) SS:

On the day of June in the year 2019, before me, the undersigned, personally appeared Donna Sotillo, 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 she executed the same in her capacity and that by her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public



CONSENT OF TRUSTEES
OF THE

RESTATEMENT OF DECLARATION OF TRUST OF MARLIN E. YOUNKER DATED AUGUST 16, 2003

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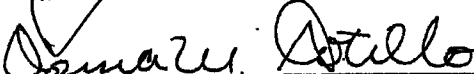
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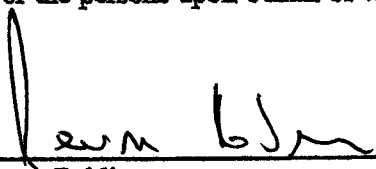
5. In connection with such project agreement with the Chautauqua County Industrial Development Agency, the Trust has been asked to execute a Guaranty to the Chautauqua County Industrial Development Agency guarantying the performance of Lawson Boat & Motor, LLC with respect to any and all agreements, obligations and payment of debt. The Trustees consent on behalf of the Trust to the execution of said Guaranty and furthermore, authorize the Co-Trustee, Marlin E. Younker, to execute any and all necessary documentation on behalf of the Trust in connection with said Guaranty and any and all documentation required to be executed on behalf of the Trust and/or Lawson Boat & Motor, LLC in connection with said project.

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)





On the 28th day of June in the year 2019, before me, the undersigned, personally appeared Marlin E. Younker, 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 persons upon behalf of which the individual acted, executed the instrument.

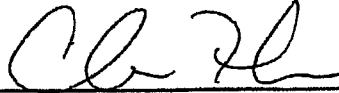


Notary Public

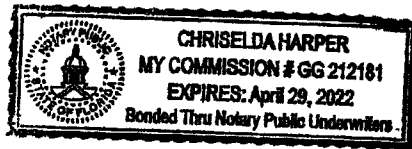
NEIL M. ROBINSON, #02RO4644637
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires January 31, 2022

STATE OF FLORIDA)
) SS:
COUNTY OF *Palm Beach*)

On the day of June in the year 2019, before me, the undersigned, personally appeared **Donna Sotillo**, 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 she executed the same in her capacity and that by her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public





Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(1/18)

The Industrial development agency or authority (IDA) must submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPOMENT AGENCY			IDA project number (use OSC numbering system for projects after 1998) 03-26-19-07
Street address 201 WEST THIRD STREET, SUITE 115			Telephone number (716) 661-8900
City JAMESTOWN	State NY	ZIP code 14701	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent LAWSON BOAT & MOTOR, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 82-5507598
Street address 3017 Fluvanna Avenue		Telephone number (561) 632-2392	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Jamestown	State NY	ZIP code 14701	Email address (optional)

Project information

Name of project 2019 LAWSON BOAT PROJECT			
Street address of project site 3017 and 3041 Fluvanna Avenue			
City Jamestown	State NY	ZIP code 14701	Email address (optional)
Purpose of project The acquisition and installation of furniture, fixtures, machinery and equipment to be used as a full service marina and boat yard facility located at 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York			

Description of goods and services intended to be exempted from New York State and local sales and use taxes Furniture, fixtures, machinery and equipment	
--	--

Date project operator or agent appointed (mmddyy)	Date project operator or agent status ends (mmddyy) 123121	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 987,500.00		Estimated value of New York State and local sales and use tax exemption provided: 79,000.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Mark Geise	Print title Administrative Director/CEO
Signature 	Date
Telephone number (716) 661-8900	

ROBINSON LAW OFFICE PLLC

501 West Third Street

Suite One

Jamestown, New York 14701

Email: nrobinson@nrobinsonlawoffice.com

NEIL M. ROBINSON

Attorney at Law

Office: (716)484-4480

Fax: (716)484-4483

June 28, 2019

County of Chautauqua Industrial Development Agency
201 W. Third Street, Suite 115
Jamestown, New York 14701

Re: County of Chautauqua Industrial Development Agency
Tax Lease with Lawson Boat & Motor, LLC
2019 Project

Ladies and Gentlemen:

I have acted as counsel to Lawson Boat & Motor, LLC, a Limited Liability Company organized under the laws of the State of New York (the "Company") and the Restatement of Declaration of Trust of Marlin E. Younker of August 16, 2003, (the "Trust"), in connection with the preparation, execution and delivery by the Company and the Trust of the following documents (collectively, the "Company Documents"):

(1) a certain Uniform Project Agreement dated as of June 28, 2019 by and between the Company and the County of Chautauqua Industrial Development Agency (the "Agency");

(2) a certain Guaranty dated as of June 28, 2019 wherein the Restatement of Declaration of Trust of Marlin E. Younker dated August 16, 2013 guaranteed the performance of the obligations of the Company to the Agency;

(3) a certain Company General Certificate from the Company dated June 28, 2019 where the Company made a number of certifications;

and various other documents, instruments and agreements required by the Agency to be executed by the Company; all in connection with the undertaking by the Agency of a project (the "Project") consisting of: (A) (1) the acquisition of an interest in one or more parcels of land commonly known as 3017 Fluvanna Avenue Extension, Jamestown, County of Chautauqua, New York (collectively, the "Land"), (2) the construction of several buildings and the renovation of two (2) existing buildings all located on the Land (collectively, the "Building", and together with the Land, collectively, the "Facility") and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing for use by the Company as a full service marina and boat yard facility (collectively, the "Project Facility"); (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 or partial exemptions from real property taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency.

County of Chautauqua Industrial Development Agency

June 28, 2019

Page 2

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Uniform Project Agreement.

I have examined certificates of the Company's representatives and executed counterparts of the Company Documents. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinions:

Based on the foregoing, it is my opinion that:

1. Each of the Company Documents has been duly executed and delivered by an authorized representative of the Company and the Trust and is a legal, valid and binding obligation of the Company and/or the Trust, as applicable, enforceable against the Company and/or the Trust, as applicable, in accordance with its terms, except as provided in Paragraphs 4 and 5 below.

2. The execution and delivery by the Company of the Company Documents, the compliance with the provisions thereof and the consummation of the transactions contemplated therein do not and will not (A) conflict with or constitute on the part of the Company a breach of or default under the Articles or Operating Agreement, (B) to my knowledge, require consent under (which has not heretofore been received), or result in a breach or default of any indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Company is a party or by which it or any of its property may be bound or affected for which a valid consent has not been secured and provided to the Agency; nor is any approval or any action by any governmental authority or agency required in connection with the Company's execution, delivery or performance thereof.

The execution and delivery by the Trust of the Company Documents, the compliance with the provisions thereof and the consummation of the transactions contemplated therein do not and will not (A) conflict with or constitute on the part of the Trust a breach of or default under the Trust Agreement, (B) to my knowledge, require consent under (which has not heretofore been revoked), or result in a breach or default of any indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the Trust is a party or by which it or any of its property may be bound or affected for which a valid consent has not been secured and provided to the Agency; nor is any approval or any action by any governmental authority or agency required in connection with the Trust's execution, delivery or performance thereof.

3. To my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting, the Company or the Trust, wherein an unfavorable decision, ruling or finding would adversely affect, in a material fashion, the Company and/or the Trust, the Project Facility or the validity or enforceability against the Company and/or the Trust of the Company Documents.

County of Chautauqua Industrial Development Agency

June 28, 2019

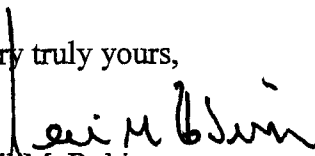
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4. Any opinion concerning the validity, binding effect or enforceability of any document against the Company or the Trust (A) means that (1) such document constitutes an effective contract under applicable law, and (2) such document is not invalid in its entirety under applicable law because of a specific statutory prohibition or public policy, and is not subject in its entirety to a contractual defense under applicable law, and (3) subject to the following sentence, some remedy is available under applicable law if the person concerning whom such opinion is given is in material default under such document, but (B) does not mean that (1) any particular remedy is available under applicable law upon such material default or (2) every provision of such document will be upheld or enforced in any or each circumstance by a court applying applicable law.

5. Furthermore, the validity, binding effect or enforceability against the Company or the Trust of any of their Company Documents may be limited or otherwise affected by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statute, rule, regulation or other law affecting the enforcement of creditors' rights and remedies generally or (B) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether in a proceeding in equity or law) because of the discretion of a court or because of any equitable principle or requirement as to commercial reasonableness, conscionability, or good faith.

6. I am familiar with the land use and zoning laws applicable to the Project Facility. The current and contemplated use thereof is allowed under such laws and all applicable permits and approvals have been received.

This opinion is rendered as of the date hereof, and no opinion is expressed as to matters referred to herein for any subsequent date.

Very truly yours,

Neil M. Robinson

NMR:ams

SALES TAX AGENCY AGREEMENT

May ____, 2019

Lawson Boat & Motor, LLC
3017 Fluvanna Avenue
Jamestown, NY 14701

Re: County of Chautauqua Industrial Development Agency
2019 Lawson Boat Project

Ladies and Gentlemen:

The County of Chautauqua Industrial Development Agency (the "Agency") and
LAWSON BOAT & MOTOR, LLC (the "Company") agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Chautauqua County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

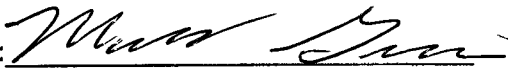
2. Pursuant to a resolution adopted by the Agency on March 26, 2019 (the "Authorizing Resolution") and a Uniform Project Agreement, dated as of April 1, 2019 (as amended, modified, supplemented or restated, the "Agreement"), between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, construct, renovate, install and equip a commercial facility in Chautauqua County, New York, consisting of (1) the acquisition of an interest in one or more parcels of land consisting of approximately 3.21 acres and 2.5 acres of land, commonly known as 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York (collectively, the "Land"), (2) the renovation of two existing buildings aggregating approximately 14,000 square feet, and

requirements are incorporated herein by reference, and the Company agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Company agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a "Form ST-123"), to each vendor, lessor, licensor, contractor or subcontractor from which the Company purchases and/or leases Property, or with which the Company enters into an improvement or installation contract relating to the acquisition, construction, renovation, installation and equipping of the Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Company as agent for the Agency pursuant to Section 3.2(b) of the Agreement, are exempt from all New York State and Chautauqua County sales and use taxes. The Company agrees to provide the Agency with a copy of each such Form ST-123 within ten (10) days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Name: Mark Geise

Title: Administrative Director/CEO

ACCEPTED AND AGREED TO BY:

LAWSON BOAT & MOTOR, LLC

By: _____

Name: MARLIN E. YOUNKER, as
Trustee of the Restatement of
Declaration of Trust of Marlin
E. Younker, dated August 16, 2013
Title: Sole Member

requirements are incorporated herein by reference, and the Company agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Company agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a "Form ST-123"), to each vendor, lessor, licensor, contractor or subcontractor from which the Company purchases and/or leases Property, or with which the Company enters into an improvement or installation contract relating to the acquisition, construction, renovation, installation and equipping of the Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Company as agent for the Agency pursuant to Section 3.2(b) of the Agreement, are exempt from all New York State and Chautauqua County sales and use taxes. The Company agrees to provide the Agency with a copy of each such Form ST-123 within ten (10) days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.


The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Mark Geise
Title: Administrative Director/CEO

ACCEPTED AND AGREED TO BY:

LAWSON BOAT & MOTOR, LLC

By:  _____
Name: MARLIN E. YOUNKER, as
Trustee of the Restatement of
Declaration of Trust of Marlin
E. Younker, dated August 16, 2013
Title: Sole Member

SALES TAX EXEMPTION APPLICATION

To: County of Chautauqua Industrial Development Agency
201 West Third Street, Suite 115
Jamestown, New York 14701

Re: County of Chautauqua Industrial Development Agency
Project Transaction
LAWSON BOAT & MOTOR, LLC

Sales Tax Exemption Application Number: _____

Date: June __, 2019

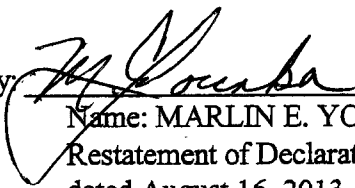
Ladies and Gentlemen:

Pursuant to Section 8.11 of that certain Uniform Project Agreement (the "Project Agreement") dated as of June 1, 2019 by and between the County of Chautauqua Industrial Development Agency (the "Agency") and LAWSON BOAT & MOTOR, LLC (the "Company"), the Company is applying for a sales tax agency agreement to cover the following contracts:

1. Project Name: 2019 LAWSON BOAT PROJECT
2. Project Number: []
3. Project Description: The acquisition and installation of furniture, fixtures, machinery and equipment to be used as a full service marina and boat yard facility located at 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York
4. Developer: LAWSON BOAT & MOTOR, LLC

5. Date of Contract or Purchase Order (the "Contract"): _____, 2019
6. Parties to the Contract: Company: LAWSON BOAT & MOTOR, LLC
Contractor: Various
7. Specific Goods or Services which are subject of the Contract: (access enhancements) furniture, fixtures, machinery and equipment : \$ _____
8. Maximum Amount Payable under the Contract (the "Contract Price"): \$ _____
9. Amount of Contract Price normally subject to State and Local sales and use taxes: \$ _____
10. Anticipated Sales Tax Benefit: \$ _____ x _____ % = \$ _____
11. Maximum Cumulative Sales Tax Benefit with respect to the Project (i.e. line 10 plus line 10 of all previous applications): \$ _____

LAWSON BOAT & MOTOR, LLC

By:  _____
 Name: MARLIN E. YOUNKER, as Trustee of the Restatement of Declaration of Trust of Marlin E. Younker, dated August 16, 2013
 Title: Sole Member

GUARANTY

THIS GUARANTY dated as of June 1, 2019 (this “Guaranty”) is given by Marlin E. Younker (“Younker”) and by Marlin E. Younker, as Trustee of the Restatement of Declaration of Trust of Marlin E. Younker dated August 16, 2013 (the “Trust” and together with Younker, each, a “Guarantor” and, collectively, the “Guarantors”) to the COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 201 West Third Street, Suite 115, Jamestown, NY 14701 (the “Agency”) for the 2019 Silver Creek Solar Project (the “Project”).

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 71 of the 1972 Laws of New York, as amended, constituting Section 895-h of said General Municipal Law (said Chapter and the Enabling Act, as amended from time to time, being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Lawson Boat & Motor, LLC (the “Company”) requested by application (the “Application”) that the Agency consider undertaking a project (the “Project”) that consists of the following: (A)(1) the acquisition of an interest in one or more parcels of land consisting of approximately 3.21 acres and 2.5 acres of land, commonly known as 3017 and 3041 Fluvanna Avenue, City of Jamestown and Town of Ellicott, County of Chautauqua, New York (collectively, the “Land”), (2) the renovation of two existing buildings aggregating approximately 14,000 square feet, and the construction of several buildings aggregating approximately 32,000 square feet, all located on the Land (collectively, the “Building”, and together with the Land, collectively, the “Facility”), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “Equipment”), all of the foregoing for use by the Company as a full service marina and boat yard facility

(collectively, the “Project Facility”); (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 or partial exemptions from real property taxes, sales and use taxes, and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the members of the Agency have determined that (A) the granting of the Financial Assistance by the Agency to the Company is necessary to induce the Company to proceed with the Project, and (B) there is a likelihood that the Project would not be undertaken but for the granting of the Financial Assistance by the Agency to the Company; and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to grant an exemption from sales and use taxes pursuant to a uniform project agreement dated as of the date hereof entered into between the Agency and the Company (as amended, modified, restated or replaced from time to time, the “Project Agreement”); and

WHEREAS, it is a condition to the Agency’s agreement to undertake the Project that each Guarantor guaranty the timely and proper payment and performance of the Company under the Project Agreement and the other Transaction Documents (as defined in the Project Agreement);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Guarantors do hereby jointly and severally represent, warrant, guaranty and agree with the Agency as follows:

ARTICLE I DEFINITIONS

Section 1.1DEFINITIONS. Capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to such terms in the Project Agreement.

Section 1.2ACCOUNTING PRINCIPLES. Where the character or amount of any asset or liability or item of income or expense is required to be determined or consolidated or other accounting computation is required to be made for the purposes of this Guaranty, such determination, consolidation or computation shall be made in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of this Guaranty.

Section 1.3DIRECTLY OR INDIRECTLY. Where any provision of this Guaranty refers to action to be taken by any Person, or which provision prohibits any Person from taking certain action, such provision shall be applicable whether such action is to be taken or is not to be taken directly or indirectly by such Person.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GUARANTORS. The Guarantors make the following representations, warranties and covenants as the basis for the undertakings on their part herein contained:

(A) No consent or approval (governmental or otherwise) or the taking of any action is required as a condition to the validity or enforceability of this Guaranty or any of the other Transaction Documents.

(B) Neither the execution and delivery of this Guaranty or any of the other Transaction Documents to which any Guarantor is a party, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the provisions of this Guaranty or the other Transaction Documents to which any Guarantor is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of such Guarantor's trust agreement or declaration, certificate of incorporation, articles of organization, operating agreement or by-laws, if applicable, or any restriction, order, judgment, agreement, document or instrument to which such Guarantor is a party or by which such Guarantor or any of such Guarantor's Property is bound, or constitute a default by such Guarantor under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon the Project Facility under the terms of any of the foregoing, other than the Permitted Encumbrances, (2) conflict with or result in a violation of Applicable Laws, (3) require consent or approval (which has not been heretofore received and provided to the Agency) under any agreement or instrument to which such Guarantor is a party or by which such Guarantor or any of such Guarantor's Property may be bound or affected, or (4) require consent or approval (which has not been heretofore obtained and provided to the Agency) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any Governmental Authority having jurisdiction over such Guarantor or any of the Property of such Guarantor.

(C) The Transaction Documents to which any Guarantor is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid, legal and binding obligations of such Guarantor, enforceable in accordance with their respective terms.

(D) RESERVED.

(E) There are no actions, suits, investigations or proceedings of or before any Governmental Authority, pending or threatened against any Guarantor or any of the Guarantors' Property which (i) either in any case or in the aggregate, if adversely determined, would materially, adversely affect the condition, financial or otherwise, of any Guarantor, or (ii) question the validity of this Guaranty or any of the Transaction Documents or any action to be taken in connection with the transactions contemplated thereby.

(F) To the best of Guarantors' knowledge, no Guarantor is in default with respect to any order, writ, injunction or decree of any Governmental Authority, nor is any Guarantor in violation of any law, statute or regulation, domestic or foreign, to which such Guarantor or any of such Guarantor's Property is subject.

(G) The funds available to the Company are sufficient to pay all costs in connection with the acquisition, construction, installation and equipping of the Project Facility.

(H) No Guarantor is a Prohibited Person, no Affiliate of any Guarantor, and no trustee, shareholder, director, manager or member, if applicable, of any Guarantor is a Prohibited Person.

(I) To the best of the Guarantors' knowledge, neither this Guaranty nor any other Transaction Document nor any other document, certificate, agreement or instrument furnished by the Guarantors contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(J) The Guarantors are the direct and indirect owner(s) of the Company and the undertaking of the Project by the Agency, the granting of the Financial Assistance and the assumption by the Guarantors of their obligations hereunder will result in a financial benefit to the Guarantors.

(K) The Guarantors are solvent and the Guarantors have not filed for bankruptcy or reorganization nor have the Guarantors taken any action to achieve protection from their creditors. In addition, no proceeding has been commenced against the Guarantors in bankruptcy or reorganization by the Guarantors' creditors, or to promote the interests of the creditors against the Guarantors.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 GUARANTY OF PAYMENT AND PERFORMANCE.

(A) The Guarantors hereby irrevocably and unconditionally jointly and severally guaranty to the Agency (1) the full and prompt payment of all moneys or rents due under or pursuant to the Project Agreement and any other sums or amounts payable under or pursuant to any of the Transaction Documents, when and as the same shall become due, and (2) the complete, prompt and timely performance and observance by the Company of its obligations under the Project Agreement and the other Transaction Documents (collectively, the "Guaranteed Obligations").

(B) This Guaranty is intended by the Guarantors to be an evidence of indebtedness of the Guarantors to the Agency within the meaning of 12 U.S.C. 24(7) and a primary obligation of the Guarantors to pay the sums payable by the Company under each of the Transaction Documents.

(C) All payments by the Guarantors shall be made in immediately available funds, upon written notice by the Agency to the Guarantors of the Company's default and failure of the Company to cure such default within the applicable notice and/or cure period, if any, by wire transfer or other form of payment satisfactory to the Agency, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts.

(D) Each and every default in payment of any sum payable by the Company under any of the Transaction Documents shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder by the Agency as each cause of action arises.

(E) The Guarantors shall pay to the Agency all fees and reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Agency in the administration of this Guaranty, or any amendment hereto, or in the protection of its rights or in pursuit of its remedies in respect of this Guaranty.

Section 3.2 OBLIGATIONS UNCONDITIONAL. The obligations of the Guarantors under this Guaranty shall be absolute, unconditional, joint and several and shall remain in full force and effect until each and every one of the Guaranteed Obligations shall have been irrevocably paid and/or performed in full, and such obligations shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event, including, without limitation, any of the following, whether or not with notice to or the consent of the Company and/or of the Guarantors:

(A) the invalidity, irregularity, illegality or unenforceability of, or any defect in, (1) the Project Agreement, (2) any other Transaction Document, or (3) any collateral security for any thereof;

(B) any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect the Project Agreement, any other Transaction Documents or any other obligation or right of the Guarantors or any other obligor, or to vary any terms of payment;

(C) any claim of immunity on behalf of the Agency or any other obligor or with respect to any Property of the Agency;

(D) the waiver, compromise, extension, settlement, release or termination of any or all of the obligations, covenants or agreements of any party under the Project Agreement or any of the other Transaction Documents;

(E) the occurrence of, or the failure to give notice to the Guarantors of the occurrence of, an Event of Default under any Transaction Document;

(F) the transfer, assignment or mortgaging, or the purported or attempted transfer, assignment or mortgaging, of all or any part of the interest of the Agency or the Company in the Project Facility, or any failure of or defect in the Agency's or the Company's respective interests in the Project Facility;

(G) the release, sale, exchange, surrender or other change in any security for payment of any obligation under any of the Transaction Documents;

(H) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Project Agreement or any other Transaction Document;

(I) the taking of, or the failure to take, any action by the Agency, the Company and/or any Guarantor;

(J) any failure, omission or delay on the part of the Agency or any other Person to enforce, assert or exercise any right, power or remedy conferred in this Guaranty or any other Transaction Document;

(K) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceedings affecting the Company, any Guarantor or the Agency or any of the assets of any of them, or any allegation or any contest of the validity of the Transaction Documents in any such proceedings;

(L) any event or action that would, in the absence of this Section 3.2, result in the release or discharge of any Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty;

(M) the default or failure of any Guarantor fully to perform any of such Guarantor's obligations set forth in this Guaranty; or

(N) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a surety or a guaranty.

Section 3.3**WAIVER BY THE GUARANTORS.** The Guarantors hereby waive diligence, presentment, demand for payment, filing of claims with a court in the event of bankruptcy of the Agency or any other Person; protest; notice of reliance on this Guaranty by the Agency, or of dishonor or non-payment of any such liabilities; and any other notice and all demands whatsoever.

Section 3.4**NO SET-OFF BY THE GUARANTORS.** No set-off, counterclaim, reduction or diminution of an obligation, or any defense of any kind or nature which any Guarantors have or may have against the Agency or any other party shall be available hereunder to the Guarantors with respect to a claim under this Guaranty. The Guarantors acknowledge that no oral or other agreements, understandings, representations, or warranties exist with respect to this Guaranty or with respect to the obligations of the Guarantors under this Guaranty.

Section 3.5**WAIVER OF JURY TRIAL. THE AGENCY AND EACH GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES EACH RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF THIS GUARANTY.**

Section 3.6**NATURE OF GUARANTY.** This Guaranty is a guaranty of payment and performance and not of collection, and the Guarantors hereby waive any right to require that any action be brought against any other party or to require that resort be had to any security or to any balance of any fund or credit held by the Agency prior to the Agency proceeding under this Guaranty. If at any time any payment of any amount payable by the Guarantors and guaranteed by the Guarantors pursuant to Section 3.1 hereof is rescinded or is otherwise required to be restored or returned upon the insolvency, bankruptcy or reorganization of the Guarantors' obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

Section 3.7**ADDITIONAL COVENANTS.** The Guarantors covenant and agree that they will (i) maintain the Trust's existence as in effect on the date hereof, (ii) continue to keep the Trust qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise dispose of all or substantially all of the Trust or its property, business or assets, (iv) not change the Trust's name or its state of incorporation (without giving prior written notice to the Agency and obtaining the consent of the Agency, which consent shall not be unreasonably withheld or delayed), and (v) not consolidate the Trust with or merge into another corporation or Person or permit one or more corporations or other Persons to consolidate with or merge into it.

Section 3.8**HOLD HARMLESS PROVISIONS.**

(A) The Guarantors hereby release the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, from, agree that the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, shall not be liable for, and agree to

indemnify, defend (with counsel selected by the Agency and reasonably acceptable to the Guarantors) and hold the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, harmless from and against, any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to: (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project or the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on,77 in or about the Project Facility, and (2) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installing, owning or leasing the Project Facility, including, without limiting the generality of the foregoing, (i) all liabilities or claims arising as a result of the Agency's obligations under the Project Agreement or any of the other Transaction Documents or the enforcement of or defense of validity of any provision of any of the Transaction Documents, and (ii) all liabilities or claims arising as a result of the Agency's involvement in the Project or the granting of the Financial Assistance, (3) all liabilities and expenses arising from the failure or alleged failure of the Project Facility, the Company or the Company's members, managers, officers, agents, attorneys, servants or employees to comply with Applicable Laws, including, without limitation, any claim that the Agency aided or abetted in such failure or alleged failure to comply with Applicable Laws, (4) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1(E) of the Project Agreement, and (5) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing or gross negligence of the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Company), attorneys, servants or employees by any employee of any Guarantors or any contractor of any Guarantors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Guarantors hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Guarantors or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) Notwithstanding any other provisions of this Guaranty, the obligations of the Guarantors pursuant to this Section 3.8 shall remain in full force and effect after the termination or expiration of this Guaranty until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all reasonable expenses, charges and costs incurred by the Agency or its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, relating thereto.

Section 3.9 AGREEMENT TO PROVIDE INFORMATION. The Guarantors agree, whenever reasonably requested by the Agency, to promptly provide and certify or cause to be provided and certified such information concerning the Guarantors or their respective finances, operations and affairs and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by Applicable Laws or other governmental regulation.

Section 3.10 NO SUBROGATION. No payment hereunder by the Guarantors shall entitle the Guarantors by subrogation to the rights of the Agency to any payment by any other obligor or out of the property of any other obligor, except for payment and performance in full of the Guaranteed Obligations.

ARTICLE IV EVENTS OF DEFAULT

Section 4.1 EVENTS OF DEFAULT DEFINED. An "Event of Default" shall exist if any of the following occurs:

(A) any Guarantor defaults in the payment or performance of any Guaranteed Obligation and such default continues for more than fifteen (15) days after written notice thereof has been given to such Guarantor by the Agency;

(B) any Guarantor fails to observe and perform any covenant, condition or agreement on its part to be performed under Section 3.1(E) or Section 3.9 hereof and such failure continues for a period of thirty (30) days after receipt by such Guarantor of written notice specifying the nature of such default or failure from the Agency;

(C) any Guarantor fails to observe and perform any covenant, condition or agreement hereunder on its part to be performed (except as set forth in Section 4.1(A) or (B) above) and (i) continuance of such failure for a period of thirty (30) days after receipt by such Guarantor of written notice specifying the nature of such default or failure from the Agency, or (ii) if by reason of the nature of such default or failure the same can be remedied, but not within the said thirty (30) days, such Guarantor fails to proceed with reasonable diligence after receipt of said notice to cure the same or fail to continue with reasonable diligence its efforts to cure the same or fail to cure the same within sixty (60) days of receipt of said notice;

(D) any Guarantor shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, liquidator, custodian or trustee of itself or all or a substantial part of such Guarantor's property, (ii) admit in writing such Guarantor's inability, or be generally unable, to pay such Guarantor's debts as such debts generally become due, (iii) make a general assignment for the benefit of such Guarantor's creditors, (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or

composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against such Guarantor in a voluntary case under the Federal Bankruptcy Code, (vii) take any action for the purpose of effecting any of the foregoing, or (viii) be adjudicated a bankrupt or insolvent by any court;

(E) a proceeding or case shall be commenced in any court of competent jurisdiction against any Guarantor seeking (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts, (ii) the appointment of a trustee, receiver, liquidator, custodian or the like of such Guarantor or of all or any substantial part of such Guarantor's assets, or (iii) similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of ninety (90) days; or any order for relief against such Guarantor shall be entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect);

(F) any representation or warranty made (i) by the Company in the Application and related materials submitted to the Agency for approval of the Project or the transactions contemplated by this Guaranty, or (ii) by the Company in the Project Agreement or in any other Transaction Document, or (iii) by any Guarantor herein or in any report, certificate, financial statement or other instrument furnished pursuant hereto or any of the foregoing, that shall prove to be false, misleading or incorrect in any material respect as of the date made; or

(G) there shall occur an "Event of Default" under the Project Agreement or any other Transaction Document or under any Permitted Encumbrance.

Section 4.2 REMEDIES ON DEFAULT. If an Event of Default exists, the Agency may proceed to enforce the provisions hereof and to exercise any other rights, powers and remedies available to the Agency. The Agency, in its sole discretion, shall have the right to proceed first and directly against the Guarantors without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Agency.

Section 4.3 WAIVER AND NOTICE.

(A) No remedy herein conferred upon or reserved to the Agency 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 Guaranty now or hereafter existing at law or in equity or by statute.

(B) No delay or omission to exercise 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 as often as may be deemed expedient.

(C) In order to entitle the Agency to exercise any remedy reserved to it in this Guaranty, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Guaranty.

(D) In the event any provision contained in this Guaranty shall 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 waive any other breach hereunder.

(E) No waiver, amendment, change, alteration, release, discharge, modification or termination of this Guaranty shall be established by conduct, custom or course of dealing.

ARTICLE V MISCELLANEOUS

Section 5.1 NOTICES.

(A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (a) five (5) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or two (2) Business Days after being sent by nationally recognized overnight courier service, or (b) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE GUARANTORS:

c/o Marlin E. Younker
3017 Fluvanna Avenue
Jamestown, NY 14701

WITH A COPY TO:

Robinson Law Office
501 W. Third Street, Suite One
Jamestown, NY 14701
Attn: Neil M. Robinson, Esq.

IF TO THE AGENCY:

County of Chautauqua Industrial Development Agency
201 West Third Street, Suite 115
Jamestown, NY 14701
Attn: Administrative Director

WITH A COPY TO:

Phillips Lytle LLP
201 West Third Street, Suite 205
Jamestown, NY 14701
Attn: Gregory L. Peterson, Esq.

(C) The Agency and the Guarantors may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 5.2 BINDING EFFECT. This Guaranty shall inure to the benefit of the Agency and the Guarantors and shall be binding upon the Agency, the Guarantors and, as permitted by this Guaranty, their respective successors and assigns.

Section 5.3 SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Guarantors to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be held void, voidable, invalid or unenforceable by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Guaranty.

Section 5.4 AMENDMENT. This Guaranty may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the Guarantors hereto and the Agency.

Section 5.5 DATE OF GUARANTY. The date of this Guaranty shall be for reference purposes only and shall not be construed to imply that this Guaranty was executed on the date first above written. This Guaranty was executed and delivered on the Closing Date.

Section 5.6 EXECUTION OF COUNTERPARTS. This Guaranty may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.7 APPLICABLE LAW. This Guaranty shall be governed by and construed in accordance with the applicable laws of the State of New York, as in effect from time to time, without regard to its principles of conflicts of law.

Section 5.8 SECTION HEADINGS NOT CONTROLLING. The headings of the several sections in this Guaranty have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Guaranty.

Section 5.9 NO RECOURSE; SPECIAL OBLIGATION.

(A) The obligations and agreements of the Agency contained herein and in the other Transaction Documents and any other instrument or document executed in connection therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees, past, present and future, 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 and therein shall not constitute or give rise to an obligation of the State of New York, the County of Chautauqua or any city, town, school district or village within which the Project Facility is located, and neither the State of New York, the County of Chautauqua, nor any such city, town, school district or village, shall be liable hereon or 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 lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(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 (10) business 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 (10) business days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten (10) business day period) 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 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), attorneys, servants or employees, past, present or future, shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against all liability expected to be incurred as a result of compliance with such request.

Section 5.10 SERVICE OF PROCESS; VENUE.

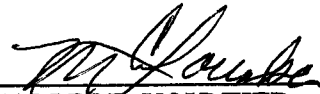
Each Guarantor represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Guaranty shall be in effect. If for any reason any Guarantor should cease to be so subject to service of process in the State of New York, such Guarantor hereby designates and appoints, without power of revocation, Neil M. Robinson, Esq., 501 W. Third Street, Jamestown, NY 14701, as its agent for service of process upon whom may be served all process, pleadings, notices or other papers which may be served upon such Guarantor as a result of any of their respective obligations under this Guaranty; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to such Guarantor's obligations hereunder.

(B) The Guarantors irrevocably and unconditionally (a) agree that any suit, action or other legal proceeding arising out of this Guaranty or the other Transaction Documents may be brought in the courts of record of the State of New York in Chautauqua County or the courts of the United States, Western District of New York; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as this Guaranty is in effect, the Guarantors' agents designated above shall accept and acknowledge in the Guarantors' behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Guarantors agree and consent that any such service of process upon such agents and written notice of such service to the Guarantors in the manner set forth in Section 5.1 hereof shall be taken and held to be valid personal service upon the Guarantors whether or not the Guarantors shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Guarantors according to the laws governing the validity and requirements of such service in the State of New York, and waive all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Guarantors or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Guarantors.

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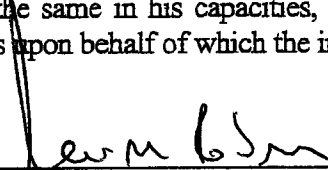
IN WITNESS WHEREOF, the Guarantors have executed this Guaranty as of the day and year first above written.


MARLIN E. YOUNKER


MARLIN E. YOUNKER, as Trustee of
the Restatement of Declaration of Trust of Marlin
E. Younker, dated August 16, 2013

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

On the 28 day of June , 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Marlin E. Younker, personally known to me or proved to me on the basis of satisfactory evidence to by the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed this instrument.


Notary Public

NEIL M. ROBINSON, #02RO4644637
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires January 31, 2022

POST-CLOSING AGREEMENT


Post-Closing Agreement (“Agreement”) dated the 28 day of June, 2019 (the “Closing Date”), made by Lawson Boat & Motor, LLC (the “Company”) in favor of County of Chautauqua Industrial Development Agency (the “Agency”).

Reference is made to the Uniform Project Agreement, dated as of June 1, 2019 between the Company and the Agency (collectively, the “Project Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Project Agreement or the other Transaction Documents (as such term is defined in the Project Agreement).

Without impairing any rights that the Agency may have under the Project Agreement, the other Transaction Documents or otherwise, the Company agrees that the failure by the Company to perform or cause to be performed any matter set forth on Schedule A attached hereto within the time period set forth on Schedule A attached hereto shall constitute an Event of Default under the Project Agreement and the other Transaction Documents, entitling the Agency to exercise the rights and remedies specified under the Project Agreement and the other Transaction Documents.

The Company acknowledges that the execution of this Agreement is a material inducement to the Agency’s entering into the arrangements contemplated by the Project Agreement and the other Transaction Documents. The Company agrees that this Agreement may only be modified by a written amendment signed by authorized officers of the Agency and the Company, except in the case of an amendment extending the time for performance of any matter which may be signed by an authorized officer of the Agency alone.

LAWSON BOAT & MOTOR, LLC

By: 
Name: MARLIN E. YOUNKER, as
Trustee of the Restatement of
Declaration of Trust of Marlin E.
Younker, dated August 16, 2013
Title: Sole Member

STATE OF NEW YORK

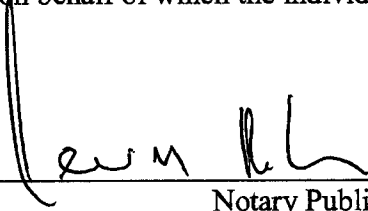
)

) SS:

COUNTY OF CHAUTAUQUA

)

On the 28 day of June, 2019, before me, the undersigned, personally appeared Marlin E. Younker, 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

NEIL M. ROBINSON, #02RO4644637
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires January 31, 2022

SCHEDULE A

Matter to be Performed

Time Period

1. Deliver to the Agency insurance certificates evidencing insurance coverages in compliance with Section 6.3 of the Project Agreement, all in form and substance satisfactory to the Agency in its sole discretion.

Not later than 5:00pm on July 5, 2019.