
ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

made by and between

**AUTOMATED CELLS & EQUIPMENT, INC.
as Assignor**

and

**AUTOMATED CELLS & EQUIPMENT ACQUISITION, LLC,
as Assignee**

with acknowledgment by

STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Location of Premises:

Street Address: 9699 Enterprise Dr. and Lynn Morse Dr.
Town: Erwin
County: Steuben
State: New York

Tax Map Number:

298.00-01-003.121 and 298.00-01-003.122

Record and Return To:

Amy Abbink
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS (the "Assignment and Assumption"), dated as of April 26, 2019 (the "Effective Date"), is made by and between **AUTOMATED CELLS & EQUIPMENT, INC.**, a New York corporation having offices at 3435 Enterprise Drive, Painted Post, New York 14870 ("Assignor"), and **AUTOMATED CELLS & EQUIPMENT ACQUISITION, LLC**, a Delaware limited liability company having offices at 120 St. James Avenue, 6th Floor, Boston, Massachusetts 02116 (the "Assignee"); with acknowledgement and consent of the **STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 7234 Route 54 North, P.O. Box 393, Bath, New York 14810 (the "Agency").

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreements (as hereinafter defined). The Agency is executing this document in its capacity as leasehold title holder only for the purpose of consenting to this Assignment and Assumption as contemplated herein.

WITNESSETH:

WHEREAS, the Agency previously undertook a certain project in 1998 (the "1998 Project") for the benefit of Assignor consisting of the acquisition construction and equipping of a new office and manufacturing facility generally located at 9699 Enterprise Drive and Lynn Morse Drive in the Town of Erwin, Steuben County, New York, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), consisting of approximately 12,000 square feet on a 4-5 acre lot (the "1998 Facility"); and

WHEREAS, in connection with the 1998 Project, the Agency and the Assignor executed:

1. A certain Lease Agreement, dated as of July 31, 1998 (the "1998 Lease Agreement"), a memorandum of which was recorded in the Office of the Steuben County Clerk on September 29, 1998 in Book 1584 at Page 334;
2. A certain Leaseback Agreement, dated as of July 31, 1998 (the "1998 Leaseback Agreement"), a memorandum of which was recorded in the Office of the Steuben County Clerk on September 29, 1998 in Book 1584 at Page 337;
3. A certain PILOT Agreement, dated as of July 31, 1998 (the "1998 PILOT Agreement") (unrecorded); and

WHEREAS, the Agency undertook an additional project in 2007 (the "2007 Project") for the benefit of the Assignor consisting of: (i) acquisition (or retention) by the Agency of fee title to the Land and existing improvements located thereon, (ii) the construction and equipping on the Land of an approximately 15,000 square-foot building and related improvements (including office and training space) for the manufacture of robotic and automated material handling systems (the "Improvements"), and (iii) the acquisition and installation in and around the Improvements of certain

items of equipment and other tangible personal property (the "Equipment," and collectively with the Land and the Improvements, the "2007 Facility"); and

WHEREAS, in connection with the 2007 Project, the Agency and the Assignor executed:

4. A certain Lease Agreement, dated as of May 1, 2007 (the "2007 Lease Agreement"; and, together with the 1998 Lease Agreement, the "Lease Agreements"), a memorandum of which was recorded in the Office of the Steuben County Clerk on July 6, 2007, in Book 2102 at Page 157;
5. A certain Leaseback Agreement, dated as of May 1, 2007 (the "2007 Leaseback Agreement"; and, together with the 1998 Leaseback Agreement, the "Leaseback Agreements"), a memorandum of which was recorded in the Office of the Steuben County Clerk on July 6, 2007, in Book 2102 at Page 162;
6. A certain PILOT Agreement, dated as of May 1, 2007 (the "2007 PILOT Agreement"; and, together with the 1998 PILOT Agreement, the "PILOT Agreements") (unrecorded); and

WHEREAS, Assignor has informed the Agency that Assignor and Assignee have entered into a purchase agreement whereby Assignee will acquire the Facility, and as a result thereof indirectly acquire all of the Assignor's right, title and interest in and to the Lease Agreements, Leaseback Agreements and PILOT Agreements, as the same have been amended, restated or assigned from time to time (collectively, the "Agreements"); and

WHEREAS, the acquisition by the Assignee in and to the Assignor's right, title and interest in and to the Agreements (the "Acquisition") is not intended to modify the Agreements; and

WHEREAS, the date upon which the Acquisition closes is hereinafter referred to as the "Closing Date"; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, interest, duties, obligations and liabilities under the Agreements, and the Assignee desires to accept such assignment and to assume all of such rights, title, interest, duties and obligations and liabilities of Assignor thereunder.

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment by Assignor.

(a) Assignor hereby sells, assigns, transfers, conveys and sets over unto the Assignee all of the Assignor's rights, title, interest, duties, obligations and liability in, to and under the Agreements first arising from and after the Effective Date.

(b) The Assignee hereby accepts such assignment, and the Assignee hereby covenants to operate and maintain the 1998 Project, during the term of the 1998 Lease Agreement, 1998 Leaseback Agreement, and 1998 PILOT Agreement, such that it constitutes a "project" under Title I of Article 18-A of the General Municipal Law of the State of New York.

(c) The Assignee hereby accepts such assignment, and the Assignee hereby covenants to operate and maintain the 2007 Project, during the term of the 2007 Lease Agreement, 2007 Leaseback Agreement, and 2007 PILOT Agreement, such that it constitutes a "project" under Title I of Article 18-A of the General Municipal Law of the State of New York.

(d) Assignor hereby agrees and consents that this Assignment and Assumption shall in no way be construed as a waiver or release of any claims or rights that the Agency may have at any time against the Assignor, and the Agency expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

2. Assumption by Assignee. The Assignee hereby assumes the performance of all of the obligations, terms, covenants and conditions of the Agreements on Assignor's part first to be performed thereunder first arising from and after the Effective Date and will perform all of the obligations, terms, covenants and conditions of the Agreements on Assignee's part to be performed from and after the Effective Date, all with the same force and effect as though the Assignee had signed the Agreements as a party named therein.

3. Indemnity of Assignee. The Assignee does hereby agree, for the Assignee and for the Assignee's legal representatives, successors and assigns, to indemnify, defend and save Assignor and Assignor's successors and assigns harmless from and against any and all claims, losses, suits and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by the Assignee under the Agreements from and after the Effective Date.

4. Indemnity of Assignor. Assignor does hereby agree, for Assignor and for Assignor's successors and assigns, to indemnify, defend and save the Assignee and the Assignee's legal representatives, successors and assigns harmless from and against any and all claims, losses, suits and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by Assignor under the Agreements prior to the Effective Date.

5. Consent of Agency; Indemnity of Assignee and Assignor to Agency. Pursuant to the terms and provisions of the Agreements, the Agency hereby consents to this Assignment and Assumption, and acknowledges its consent below by and through its duly authorized officer. It being expressly understood and agreed that each of Assignor and the Assignee, jointly and severally, agree and covenant that each of Assignor and the Assignee hereby releases the Agency and its members, officers, agents and employees from, agrees that the Agency and its members, officers, agents and employees shall not be liable for, and agrees to indemnify, defend and hold the Agency and its members, officers, agents and employees harmless from and against, any and all costs or liabilities that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to this Assignment and Assumption, including without limitation, all causes of action and reasonable

attorneys' fees and litigation expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing.

6. Representations and Warranties of Assignor. Assignor hereby represents and warrants to the Assignee that (a) there have been no prior assignments of the Agreements made by Assignor to any other party, (b) that the Agreements are being assigned to the Assignee free and clear of all liens and encumbrances, and (c) Assignor has complied with all provisions of the Agreements regarding assignment, including but not limited to Section 6.3 of the Leaseback Agreements. The representations and warranties of Assignor set forth herein shall survive the closing of the transactions contemplated by the Lease Agreements and the Leaseback Agreements and the delivery of this Assignment and Assumption. The Agency hereby acknowledges Assignor's compliance with the provisions of the Lease Agreements and the Leaseback Agreements regarding assignment.

7. Counterparts. This Assignment and Assumption may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

8. Binding Effect. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Assignment and Assumption and in whose favor the provisions of this Assignment and Assumption shall inure.

9. Entire Agreement. This Assignment and Assumption represents the entire agreement between the parties hereto with respect to the subject hereof and supersedes all prior negotiations, either written or oral.

10. Further Assurances. Assignor and the Assignee agree to deliver to each other such further instruments and/or documents as reasonably requested and for the purpose of carrying out or consummating the transactions contemplated by this Assignment and Assumption.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Assignment and Assumption of Agreements]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption of Agreements as of the date first above written.

AUTOMATED CELLS & EQUIPMENT, INC.,
as Assignor

By: James Morris
Name: James E. Morris
Title: President

AUTOMATED CELLS & EQUIPMENT
ACQUISITION, LLC, as Assignee

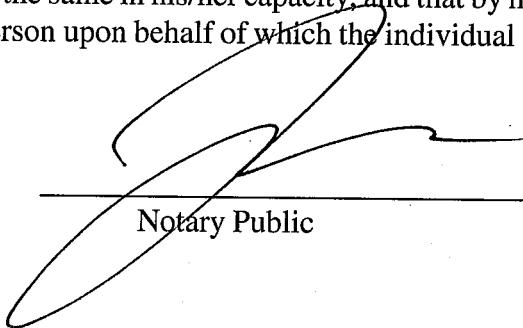
By: _____
Name:
Title:

[Acknowledgment Page to Assignment and Assumption of Agreements]

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

On the 25 day of April 2019, before me, the undersigned, personally appeared JAMES MORRIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

JOSHUA C. NAVONE
Notary Public, State of New York
Chemung County no. 02NA6078040
Commission Expires 7/22/22



Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.:

On the _____ day of April 2019, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

~~_____~~

Notary Public

[Signature Page to Assignment and Assumption of Agreements]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption of Agreements as of the date first above written.

AUTOMATED CELLS & EQUIPMENT, INC.,
as Assignor

By: _____
Name: James Morris
Title: President

**AUTOMATED CELLS & EQUIPMENT
ACQUISITION, LLC, as Assignee**

By: Michael McGovern
Name: Michael McGovern
Title: ~~Manager~~ Vice President and
Secretary

MASSACHUSETTS NOTARY ACKNOWLEDGMENT

THE COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Plymouth

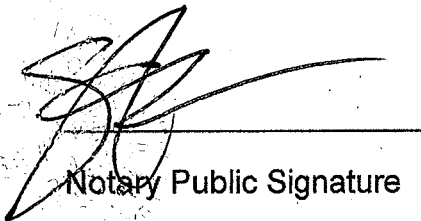
On this 24 of April, 2019, before me, ~~Richard McGovern~~ ^{Stephen Longton} (name of notary public), Michael McGovern (name of document signer) personally appeared and proved to me through satisfactory evidence of identification, which were ID (MA), to be the person whose name is signed ^{IN HIS OR HER CAPACITY} on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

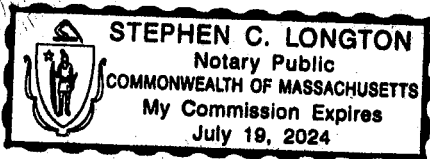
(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as Michael McGovern ^{Vice President} and Secretary for Automated Cells & Equipment Acquisition, LLC, a Delaware limited liability company)


Notary Public Signature



(Seal)

**ACKNOWLEDGMENT OF
ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

The undersigned hereby acknowledges receipt of notice of the Assignment and Assumption of Agreements, by and between **AUTOMATED CELLS & EQUIPMENT, INC.** (the "Assignor") and **AUTOMATED CELLS & EQUIPMENT ACQUISITION, LLC** (the "Assignee"), dated as of April 26, 2019 (the "Assignment and Assumption"), pursuant to which Assignor assigns all of Assignor's rights, title, interest, duties, obligations and liabilities under the Agreements (as defined in the Assignment and Assumption) first arising from and after the Effective Date (as defined in the Assignment and Assumption) and the Assignee accepts such assignment and assumes all of Assignor's rights, title, interest, duties, obligations and liability into and under the Agreements first arising from and after the Effective Date. The foregoing shall not be construed, however, as a waiver or release of any claims or rights that the undersigned may have at any time against Assignor, and the undersigned expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be duly executed as of this 26th day of April, 2019.

**STEBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
James C. Johnson
Executive Director

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

On the 26th day of April 2019, before me, the undersigned, personally appeared **JAMES C. JOHNSON**, 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
Kathryn J Forester
Notary Public, State of New York
Steuben County
NYS Notary # 01FO4638541
Expires 11/30/2022

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Erwin, County of Steuben and State of New York, bounded and described as follows:

COMMENCING at an iron pin on the northerly boundary of Lynn Morse Drive, being the point of beginning, 593.99 feet westerly from its intersection with the northerly projection of the westerly boundary of Robert Dann Drive;

THENCE S. 64 degrees 09' 24" W. along the northerly boundary of Lynn Morse Drive 145.00 feet to a point on the northeasterly boundary of an existing New York State Electric and Gas Corporation electric transmission line easement (see Liber 396 of Deeds, Page 373);

THENCE N. 58 degrees 21' 25" W. along the last mentioned easement through an iron pin set 705.59 feet to an iron pin set;

THENCE N. 64 degrees 09' 24" E. a distance of 524.26 feet to an iron pin set;

THENCE S. 25 degrees 50' 36" E. a distance of 595.00 feet to the point or place of beginning.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Erwin, County of Steuben and State of New York, bounded and described as follows:

Commencing at an iron pin on the northerly boundary of Lynn Morse Drive 593.99 feet westerly from its intersection with the northerly projection of the westerly boundary of Robert Dann Drive;

Thence N. 25 degrees 50' 36" W. 40.00 feet to the point of beginning;

Thence S. 64 degrees 09' 24" W. parallel to and 40 feet northerly from said Lynn Morse Drive, 170.50 feet to a point on the northeasterly boundary of an existing New York State Electric and Gas Corporation electric transmission line easement (see Liber 396 of Deeds, Page 373);

Thence N. 58 degrees 21' 25" W. along the last mentioned easement 71.15 feet to an iron pin set;

Thence N. 64 degrees 09' 24" E. a distance of 208.74 feet to an iron pin set;

Thence S. 25 degrees 50' 36" E. a distance of 60.00 feet to the point or place of beginning.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Tax Identification Numbers: 298.00-01-003.121 and 298.00-01-003.122