

CLOSING ITEM NO.: A-7

YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

LAKE STREET PLAZA, L.P.

FIRST AMENDED AND RESTATED
PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF JULY 1, 2011

RELATING TO THE PREMISES LOCATED 220 LAKE STREET, IN
THE VILLAGE OF PENN YAN, YATES COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS FIRST AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT dated as of July 1, 2011 (the "Payment in Lieu of Tax Agreement") by and between YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at One Keuka Business Park, Suite 104, Penn Yan, New York (the "Agency"), and LAKE STREET PLAZA, L.P., a limited partnership organized and existing under the laws of the State of New York having an office for the transaction of business located at 2304 Brodhead Road, Aliquippa, Pennsylvania (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 113 of the Laws of 1975 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in September, 2007, SEANCONY, LP (the "Prior Company"), a limited partnership duly organized and validly existing under the laws of the State of New York, presented an application (the "Application") to Yates County Industrial Development Agency (the "Agency"), a public benefit corporation duly established under Chapter 1030 of 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 113 of the 1975 Laws of New York, as amended, constituting Section 893-b of said General Municipal Law of the State of New York (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), which Application requested that the Agency consider undertaking a project (the "2009 Project") for the benefit of the Prior Company, said 2009 Project to include the following: (A) (1) the acquisition of an interest in a parcel of land located at 220 Lake Street, in the Village of Penn Yan, Yates County, New York (the "2009 Land"), (2) the renovation of a portion or portions of the existing buildings located on the Land, containing, in the aggregate, approximately 133,227 square feet of space (the "2009 Existing Facility"), (3) the demolition of

approximately 10,545.5 square feet of the 2009 Existing Facility, (4) the construction of an addition to the 2009 Existing Facility constituting an additional 22,000 square feet of space (the "2009 Addition") (the 2009 Existing Facility and the 2009 Addition hereinafter collectively referred to as the "2009 Facility"), and (5) the acquisition and installation thereon and therein of various machinery and equipment (the "2009 Equipment") (the 2009 Land, the 2009 Facility and the 2009 Equipment hereinafter collectively referred to as the "2009 Project Facility"), all of the foregoing to constitute an expansion and improvement of the existing retail plaza, such facility to be owned and operated by the Prior Company as a retail shopping plaza and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the 2009 Project Facility to the Prior Company or such other person as may be designated by the Prior Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on September 19, 2007 (the "Public Hearing Resolution"), the Executive Director (A) caused notice of a public hearing of the Agency pursuant to Section 859-a(2) of the Act (the "Public Hearing") to hear all persons interested in the 2009 Project and the financial assistance being contemplated by the Agency with respect to the 2009 Project to be mailed on October 3, 2007 to the chief executive officer of the village, town, county and school district in which the 2009 Project is to be located, (B) caused notice of the Public Hearing to be published on October 3, 2007 in the Chronicle Express, a newspaper of general circulation available to the residents of Yates County, New York, (C) conducted the Public Hearing on November 5, 2007 at 4:00 o'clock p.m., local time at the Main Board Room, Village Hall, located at 111 Elm Street in the Village of Penn Yan, Yates County, New York, and (D) prepared a report of the Public Hearing (the "Report") which fairly summarized the views presented at said public hearing; and

WHEREAS, by resolution adopted by the Agency on November 14, 2007 (the "Project Qualification Resolution"), the Agency made certain findings with respect to the qualification of the 2009 Project for the granting by the Agency of the Financial Assistance under the Act; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Issuer on April 23, 2008 (the "SEQR Resolution"), the Agency (A) ratified the determination of the Village of Penn Yan Planning Board (the "Planning Board") to act as "lead agency" with respect to the 2009 Project, (2) acknowledged receipt of the Planning Board's Determination of Significance (the "Negative Declaration"), and (C) indicated that the Agency had no information to suggest that the Planning Board was incorrect in authorizing issuance of the Negative Declaration; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the 2009 Project Facility; (A) in connection with the Application, the Prior Company made a request to the Agency (the "Pilot Request") that the Agency deviate from the Policy with respect to 2009 Project Facility; (B) by adopting the Resolution Authorizing Pilot Deviation Notice, the members of the Agency authorized the Chief Executive Officer to send a notice to the chief executive officers of the "affected tax jurisdictions" (within the meaning of such quoted term in Section 854(16) of the Act) (the "Affected Tax Jurisdictions") pursuant to Section 874(4) of the Act, informing said individuals that the Agency had received the Pilot

Request and that the members of the Agency would consider said request at a special meeting of the members of the Agency to be held on February 20, 2008; (C) pursuant to the Resolution Authorizing Pilot Deviation Notice, the Chief Executive Officer of the Agency caused a letter dated January 19, 2008 (the "Pilot Deviation Notice Letter") to be mailed to the chief executive offices of the Affected Tax Jurisdictions, informing said individuals that the Agency would, at a special meeting on February 20, 2008, consider a proposed deviation from the Policy with respect to the payment in lieu of tax agreement to be entered into by the Agency with respect to the 2009 Project Facility (the "Payment in Lieu of Tax Agreement") and the reasons for said proposed deviation; and (D) by resolution adopted by the members of the Agency on December 17, 2008 (the "Pilot Deviation Resolution"), the members of the Agency determined to deviate from the Policy with respect to the 2009 Project and approved a proposed deviation from the Policy with respect to the terms of the Payment in Lieu of Tax Agreement to be entered into by the Agency with respect to the 2009 Project Facility; and

WHEREAS, by further resolution adopted by the members of the Agency on December 17, 2008 (the "2009 Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of February 1, 2009 (the "2009 Lease Agreement") between the Agency and the Prior Company and certain other documents related thereto and to the 2009 Project (collectively with the Lease Agreement, the "2009 Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Prior Company will agree (1) to cause the 2009 Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the 2009 Project and (B) the Agency has leased the 2009 Project Facility to the Prior Company for a lease term ending on the earlier to occur of (1) December 31, 2019 or (2) the date on which the 2009 Lease Agreement is terminated pursuant to the optional termination provisions thereof. The 2009 Lease Agreement grants to the Prior Company certain options to acquire the 2009 Project Facility from the Agency; and

WHEREAS, on or about February 1, 2009, the Prior Company and the Agency executed and delivered the 2009 Basic Documents and closed on the 2009 Project; and

WHEREAS, subsequently, the Prior Company and Lake Street Plaza, L.P. (the "Company" and together with the Prior Company being collectively referred to as the "Companies") recently approached the Agency about restructuring the Financial Assistance to allow the Companies to receive the full benefit of the agreed upon Financial Assistance; and

WHEREAS, following the Companies' request, the Agency, the County of Yates, the Penn Yan Central School District, the Village of Penn Yan and the Town of Milo (hereinafter collectively referred to as the "Municipalities") agreed to the terms of a memorandum of understanding (the "Memorandum of Understanding") with the Companies to explicitly state the terms upon which Financial Assistance would be granted and the requirements necessary to implement such Financial Assistance; and

WHEREAS, the project (the "Project") is now described as follows: (A) (1) the acquisition of an interest in a parcel of land located at 220 Lake Street, in the Village of Penn Yan, Yates County, New York (the "Land"), (2) the demolition of approximately 10,545 square feet of the existing buildings (the "Existing Facility") located on the Land, (3) the construction of an addition to the Existing Facility constituting an additional 22,000 square feet of space (the "Addition") (the Existing Facility and the Addition hereinafter collectively referred to as the "Facility"), and (4) the acquisition and installation thereon and therein of various machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to constitute an expansion and improvement of the existing retail plaza, such facility to be owned and operated by the Company as a retail shopping plaza and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with

respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 16, 2011 (the "Approving Resolution"), the Agency approved the terms of the restructured Financial Assistance described in the Memorandum of Understanding. Pursuant to the Approving Resolution, the Agency agreed to enter into, among other documents, the following documents (hereinafter collectively referred to as the "Revised Agency Documents"): (A) a first amended and restated lease agreement (and a memorandum thereof) dated as of July 1, 2011 (the "Amended Lease Agreement") which, among other things, the Company agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency's administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (B) a first amended and restated payment in lieu of tax agreement dated as of July 1, 2011 (the "Amended Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and (C) various certificates and amended documents relating to the Project (the "Closing Documents"); and

WHEREAS, under the Amended Lease Agreement, the term of the lease will be extended to August 31, 2021 and the Land will be divided into two parcels, the "Peebles Parcel" and the "Non-Peebles Parcel", and the terms of the Amended Lease Agreement and the Amended Payment of Lieu of Tax Agreement will apply only to the Peebles Parcel. The Agency will convey any of its interests in the Non-Peebles Parcel to the Company pursuant to a termination of underlying lease dated as of July 1, 2011 (the "Termination of Underlying Lease") and a termination of lease agreement dated as of July 1, 2011 (the "Termination of Lease Agreement"); and

WHEREAS, in order to finance a portion of the costs of the Project, the Company will obtain a loan in the principal sum of up to \$4,200,000 (the "Loan") from The Canandaigua National Bank and Trust Company (the "Lender"), which Loan will be secured by (1) a mortgage and security agreement dated as of July 1, 2011 (the "Mortgage") from the Agency and the Company to the Lender and (2) an assignment of rents and leases dated as of July 1, 2011 (the "Assignment of Rents") from the Agency and the Company to the Lender; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done

and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited partnership duly organized and validly existing under the laws of the State of New York, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its Members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its Certificate of Limited Partnership, Operating Agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed

under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Certificate of Limited Partnership or Operating Agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. **TAX-EXEMPT STATUS OF THE PROJECT FACILITY.** (A) Assessment of the Project Facility. (1) Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility, and for so long thereafter as the Agency shall own the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(2) The parties recognize and agree that on or about February 26, 2009 a copy of the Real Property Tax Exempt Forms were filed with the Town Assessor and, accordingly, the Project Facility was intended to be assessed as exempt upon the assessment rolls of the Town Assessor effective on or about March 1, 2009.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02 **PAYMENTS IN LIEU OF TAXES.** (A) Agreement to Make Payments: The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities. The Agency also agrees to give the appropriate Assessors a copy of this

PILOT Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities each such officer being hereinafter referred to as a "Receiver of Taxes" and all such officers being hereinafter collectively referred to as "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to same pursuant to the provisions hereof.

(B) Valuation of the Project Facility: (1) The assessed value of the Land, the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively, with the Facility (the "Improvements") for purposes of determining payments in lieu of property taxes due hereunder (the "PILOT Assessed Value") shall be One Million Three Hundred Thousand Dollars (\$1,300,000).

(2) Notwithstanding the provisions of Section 2.03(B)(1) hereof, the PILOT Assessed Value is subject to adjustment in the event the Town of Milo conducts a town-wide revaluation. If the PILOT Assessed Value is increased due to such town-wide revaluation, the amount of payments in lieu of taxes payable by the Company will be adjusted as described in Section 2.03(C)(4) below.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the Normal Tax which would be payable to each Taxing Entity if the Project Facility were owned by the Company and not the Agency by multiplying (a) the Pilot Assessed Value of the Project Facility determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Project Facility if the Project Facility were owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be an amount equal to the applicable percentage of the Normal Tax due each Taxing Entity with respect to the Project Facility for such tax year, as shown in the following table:

<u>Tax Year Commencing in Calendar Year</u>	<u>Percentage of Normal Tax Town/Village/County</u>	<u>Percentage of Normal Tax School District</u>
2011	N/A	0%
2012	0%	0%
2013	0%	0%
2014	0%	0%
2015	0%	0%
2016	0%	0%

2017	0%	0%
2018	0%	0%
2019	0%	0%
2020	0%	0%
2021	0%	100%
2022 and thereafter	100%	100%

(3) In each tax year during the term of this Payment in Lieu of Tax Agreement, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Project Facility for such tax year, as determined pursuant to Subsection (C)(2) hereof, and (b) the amount, if any, described in Subsection (C)(4) below.

(4) In the event that the PILOT Assessed Value of the Project Facility is increased to an amount above \$1,300,000 in accordance with Subsection (B)(2) above, the Company will pay as an additional payment in lieu of tax an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the amount of the PILOT Assessed Value that is in excess of \$1,300,000.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as “Additional Facilities”) the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as “Additional Payments”) to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the “Additional Normal Tax”) which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and

the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessor of the Town of Milo, New York. The parties hereto agree that the Assessor shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, the Company may take such action or actions as provided in Article 7 of the Real Property Tax Law to challenge such Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value.

(3) The Agency and the Company agree that the Town Assessor of the Town of Milo, New York is the entity that is currently responsible for establishing any Additional Assessed Value of any Additional Facilities. In the event that in the future the respective Taxing Entities select a different entity to establish any Additional Assessed Value, or by change in applicable New York law a different entity becomes responsible for establishing the Additional Assessed Value, then such entity will have such responsibility under this Section 2.03(E).

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03 CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing

Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Yates County, New York, and neither the State of New York nor Yates County, New York shall be liable thereon, and further such obligations, covenants 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, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity 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 Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising 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 and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should 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 be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) August 31, 2021 or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article VII of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

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

IF TO THE COMPANY:

Lake Street Plaza, L.P.
2304 Brodhead Road
Aliquippa, Pennsylvania, 15001
Attention: Demetrios Pappan

WITH A COPY TO:

Davidson Fink LLP
28 East Main Street, Suite 1700
Rochester, New York 14614
Attention: Thomas A. Fink, Esq.

IF TO THE AGENCY:

Yates County Industrial Development Agency
One Keuka Business Park, Suite 104
Penn Yan, New York 14527
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

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

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in

Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

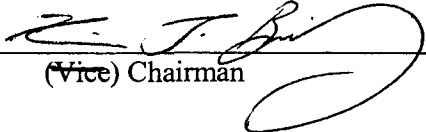
SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. AMENDMENT AND RESTATEMENT. This Payment in Lieu of Tax Agreement becomes effective on the Closing Date and supersedes all provisions of the 2009 Payment in Lieu of Tax Agreement, as of the Closing Date. From and after the Closing Date, all references made to the Payment in Lieu of Tax Agreement in any Basic Document or in any other instrument or document shall, without further action, be deemed to refer to this Payment in Lieu of Tax Agreement. This Payment in Lieu of Tax Agreement constitutes an amendment and restatement of the 2009 Payment in Lieu of Tax Agreement, and the obligations and liabilities of the Agency or the Company under the 2009 Payment in Lieu of Tax Agreement, which obligations and liabilities are in all respects thereof being modified as provided in this Payment in Lieu of Tax Agreement. This Payment in Lieu of Tax Agreement is not intended to be or operate as a novation, an accord and satisfaction, or a termination of the obligations and liabilities of the Agency or the Company under the 2009 Payment in Lieu of Tax Agreement, each of which are in all respects continuing and in full force and effect.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

YATES COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
(Vice) Chairman

SEANCONY, L.P.

BY: SEANCONY, LLC, its General Partner

BY: Demetrios E. Pappan, as Trustee of the
Amended and Restated Revocable Trust of
Demetrios E. Pappan dated March 9, 2004,
its Sole Member

By: 
Demetrios E. Pappan, as Trustee

LAKE STREET PLAZA, L.P.

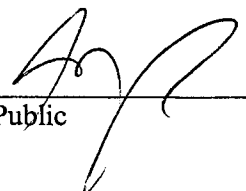
BY: SEANCONY, LLC, its General Partner

BY: Demetrios E. Pappan, as Trustee of the
Amended and Restated Revocable Trust of
Demetrios E. Pappan dated March 9, 2004,
its Sole Member

By: 
Demetrios E. Pappan, as Trustee

STATE OF NEW YORK)
)ss:
COUNTY OF YATES)

On the 2nd day of August, in the year 2011, before me, the undersigned, personally appeared Kevin T. Bailey, 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.

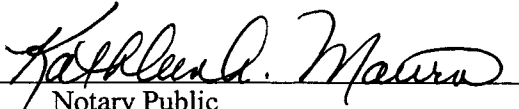


Notary Public

A. Joseph Scott III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2014

STATE OF NEW YORK)
)ss:
COUNTY OF MONROE)

On the 2nd day of August, in the year 2011, before me, the undersigned, personally appeared Demetrios E. Pappan, 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

KATHLEEN A. MARVIN
NOTARY PUBLIC, State of New York
MONROE COUNTY
Reg. No. 01MA4854475
My Commission Expires March 3, 20 14

EXHIBIT A

DESCRIPTION OF THE LEASED LAND

A leasehold interest (the "Leased Land") created by a certain first amended and restated lease to agency dated as of July 1, 2011 (the "Lease to Agency") between Lake Street Plaza, L.P. (the "Company"), as landlord, and Yates County Industrial Development Agency (the "Agency"), as tenant, in a parcel of land located at 220 Lake Street, in the Village of Penn Yan, Yates County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land and all such improvements being sometimes collectively referred to as the "Leased Premises"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Village of Penn Yan, Yates County, New York, bounded and described as follows:

- SEE ATTACHED -

**PROPOSED DESCRIPTION
LAKE STREET PLAZA, LP
MEMORADUM OF UNDERSTANDING - PARCELS 1-5**

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Village of Penn Yan, being part of Lot No. 39, Township 7, Range I of the Phelps & Gorham Purchase, in the Town of Milo, County of Yates, State of New York, bounded and described as follows:

PARCEL No. 1 Beginning at a point being South 06-37'-44" East 423.38 feet from the intersection of the east line of Kimball Avenue with the south line of Lake Street; thence South 89-23'-26" East parallel to and 1.5 feet north of the wall of a the building on said parcel, 66.20 feet to a point; thence North 02-50'-08" West and continuing on a line 1.5 feet from said building, 50.00 feet to a point; thence South 89-23'-26" East 33.23 feet to a point; thence South 00-36'-34" West 113.10 feet to a point; thence North 89-23'-26" West 99.43 feet; thence North 00-36'-24" East 63.10 feet to the place of beginning. Comprising an area of 7,935 square feet. The above described bearings and distances are parallel to and 1.5 feet from the walls of the existing building.

Being a portion of premises conveyed by Seancony, LP to Lake Street Plaza, LP by deed recorded October 24, 2007 in Liber 570, Page 21.

PARCEL No. 2 Beginning at a point being South 07-32'-24" East 524.90 feet from the intersection of the east line of Kimball Avenue with the south line of Lake Street; thence North 88-44'-08" East parallel to and 1.5 feet north of the wall of a the building on said parcel, 27.17 feet to a point; thence South 01-15'-52" East and continuing on a line 1.5 feet from said building, 54.08 feet to a point; thence South 88-44'-08" West and 1.5 feet south of the wall the subject building, 23.61 feet to a point; thence North 01-04'-58" West 14.85 feet; thence South 88-55'-58" West 3.73 feet; thence North 01-04'-58" West 39.22 feet to the place of beginning. Comprising an area of 1,419 square feet.

Being a portion of premises conveyed by Seancony, LP to Lake Street Plaza, LP by deed recorded October 24, 2007 in Liber 570, Page 21.

PARCEL No. 3 Beginning at a point being South 11-44'-34" West 559.77 feet from the intersection of the east line of Kimball Avenue with the south line of Lake Street; thence South 69-45'-24" East parallel to and 1.5 feet north of the wall of a the building on said parcel, 142.12 feet to a point; thence North 65-30'-40" East 11.76 feet; thence South 04-41'-10" East and continuing on a line 1.5 feet from said building, 10.64 feet to a point; thence North 65-39'-45" East 1.5 feet north of the wall the subject building, 10.52 feet to a point; thence South 04-50'-48" East 12.40 feet; thence South 20-19'-11" West 204.51 feet to a point; thence North 69-46'-52" West 52.50 feet to a point; thence North 20-13'-08" East 36.20 feet to a point; thence North 69-46'-52" West 93.30 feet to a point; thence North 20-19'-11" East 157.00 feet to a point; thence North 69-40'-49" West 28.40 feet; thence North 20-19'-11" East 11.96 feet to the place of beginning. Comprising an area of 27,023 square feet.

Being a portion of premises conveyed by Seancony, LP to Lake Street Plaza, LP by deed recorded October 24, 2007 in Liber 570, Page 21.

PARCEL No. 4 Beginning at a point being South 19-34'-26" West 781.61 feet from the intersection of the east line of Kimball Avenue with the south line of Lake Street; thence South 69-46'-52" East parallel to and 1.5 feet north of the wall of a the building on said parcel, 40.32 feet to a point; thence South 49-13'-52" West and continuing on a line 1.5 feet from said building, 11.58 feet to a point; thence South 40-52'-32" East 1.5 feet north of the wall the subject building, 141.80 feet to a point; thence South 49-13'-56" West 146.28 feet; thence North 40-42'-54" West 177.06 feet; thence North 49-13'-56" East 137.87 feet to the place of beginning. Comprising an area of 25,921 square feet.

Being a portion of premises conveyed by Seancony, LP to Lake Street Plaza, LP by deed recorded October 24, 2007 in Liber 570, Page 21.

PARCEL No. 5 Beginning at a point being South 18-58'-42" West 997.28 feet from the intersection of the east line of Kimball Avenue with the south line of Lake Street; thence South 29-16'-24" East parallel to and 1.5 feet north of the wall of a the building on said parcel, 31.33 feet to a point; thence South 61-14'-08" West and continuing on a line 1.5 feet from said building, 75.78 feet to a point; thence North 29-16'-24" West 1.5 feet south of the wall the subject building, 31.33 feet to a point; thence North 61-14'-08 East 75.78 to the place of beginning. Comprising an area of 2,374 square feet.

Being a portion of premises conveyed by Seancony, LP to Lake Street Plaza, LP by deed recorded October 24, 2007 in Liber 570, Page 21.