

## SECOND AMENDMENT TO PILOT AGREEMENT

THIS SECOND AMENDMENT TO PILOT AGREEMENT, dated as of the 1<sup>st</sup> day of March 2011, is by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, a public benefit corporation duly existing under the laws of the State of New York, with its offices located at 99 MedTech Drive, Suite 106, Batavia, New York 14020-3141 (the "Agency") and **WEDGE 24, L.P.**, a limited partnership formed and existing under the laws of the State of New York, with offices at 336 Averill Avenue, Rochester, New York 14620 (the "Company").

WHEREAS, the Agency and the Company executed a certain Payment In Lieu Of Tax Agreement dated as of December 1, 2008, as amended by First Amendment to Payment In Lieu of Tax Agreement, dated as July 1, 2009 (as so amended, the "Original PILOT Agreement") for the benefit of Genesee County ("County"), the Town of Leroy ("Town"), the Village of Leroy ("Village"), and the Leroy Central School District ("School"); and

WHEREAS, the Agency and the Company desire to amend certain provisions of the Original PILOT Agreement in accordance with the terms of this Second Amendment to PILOT Agreement.

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

1. The Original PILOT Agreement is hereby amended as follows:

(i) Schedule A attached to the Original PILOT Agreement is hereby replaced with Schedule A attached hereto.

(ii) Section 1.5 of the Original PILOT Agreement is hereby replaced with the following Section 1.5:

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2009/2010** School tax year through the **2022/2023** School tax year, (ii) the **2010** County and Town tax years through the **2023** County and Town tax years, and (iii) the **2010/2011** Village tax year through the **2023/2024** Village tax year. This PILOT Agreement shall expire on **December 31, 2023**, *provided, however*, the Company shall pay the **2023/2024** School tax bill, the **2024** County and Town tax bills and the **2024/2025** Village tax bill on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed

and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

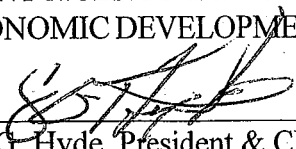
2. Unless otherwise amended by the terms hereof, the PILOT Agreement shall remain unchanged.

3. The Company hereby ratifies all covenants, representations and warranties made in the Original PILOT Agreement as if made the date hereof. All such covenants, representations and warranties are incorporated herein by reference.

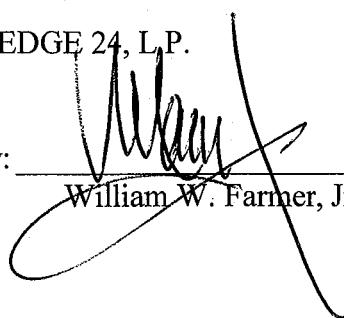
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GENESEE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY d/b/a GENESEE  
COUNTY ECONOMIC DEVELOPMENT CENTER

By:   
Steven G. Hyde, President & CEO

WEDGE 24, L.P.

By:   
William W. Farmer, Jr., General Partner

## SCHEDULE A

The Total PILOT Payment shall be determined by multiplying the assessed value of the Land and the Facility by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). For PILOT Years 1-4, the Company shall pay an amount equal to full ad valorem taxes. After the fourteenth PILOT Year, the Land and the Facility shall be subject to full taxation by the Affected Taxing Jurisdictions.

<u>PILOT Year</u>	<u>School Tax Year</u>	<u>County &amp; Town Tax Year</u>	<u>Village Tax Year</u>	<u>Total PILOT Payment</u>
Year 1	2009-10	2010	2010-11	Full Taxes
Year 2	2010-11	2011	2011-12	Full Taxes
Year 3	2011-12	2012	2012-13	Full Taxes
Year 4	2012-13	2013	2013-14	Full Taxes
Year 5	2013-14	2014	2014-15	Total Taxable Valuation x .00
Year 6	2014-15	2015	2015-16	Total Taxable Valuation x .00
Year 7	2015-16	2016	2016-17	Total Taxable Valuation x .50
Year 8	2016-17	2017	2017-18	Total Taxable Valuation x .60
Year 9	2017-18	2018	2018-19	Total Taxable Valuation x .65
Year 10	2018-19	2019	2019-20	Total Taxable Valuation x .70
Year 11	2019-20	2020	2020-21	Total Taxable Valuation x .75
Year 12	2020-21	2021	2021-22	Total Taxable Valuation x .80
Year 13	2021-22	2022	2022-23	Total Taxable Valuation x .85
Year 14	2022-23	2023	2023-24	Total Taxable Valuation x .90