

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “Agreement”), made as of September 1, 2011, by and between PLAZA LANDMARK LLC, a limited liability company organized and existing under the laws of the State of New York, having an address at 1999 Marcus Avenue, Suite 310, Lake Success, NY 11042 (the “Company”), and the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the “Agency”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease Agreement (as hereinafter defined).

W I T N E S S E T H

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I 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 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

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

WHEREAS, the Agency on behalf of the Company intends to undertake a project (the “Project”) consisting of the following: (A)(1) the acquisition of an interest in an approximately 1.2 acre parcel of land located at 245-265 Great Neck Road, Village of Great Neck Plaza, Town of North Hempstead, County of Nassau, New York (Section: 2; Block: 376; Lot: 57) (collectively, the “Land”), which Land is more particularly described on Schedule A attached hereto, (2) the construction of an approximately 100,000 square foot building on the Land, together with underground parking and other related improvements to the Land (collectively, the “Building”), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “Equipment”), all of the foregoing for use by the Company as a 93-unit residential rental facility a portion of which shall be affordable units (collectively, the “Project Facility”); (B) the granting of certain “Financial Assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes, mortgage recording taxes and real property taxes (the “Financial Assistance”); and (C) the lease,

license or sale of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Land and the Building (collectively, the “Facility”); and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease its interest therein to the Company pursuant to a Sublease Agreement dated as of the date hereof between the Agency and the Company (as amended, modified, supplemented or restated from time to time, the “Lease Agreement”); and

WHEREAS, the payment and performance of the Company’s obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the “PILOT Mortgage”) from the Company and the Agency, as mortgagor, to the County of Nassau (the “PILOT Mortgagee”), its successors and assigns, as mortgagee, pursuant to which the Agency and the Company grant a first mortgage lien on the Facility to the PILOT Mortgagee; and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the “RPTL”), 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 under its control.

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Company and the Agency covenant and mutually agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. Application. (1) The Company shall complete, and the Agency shall file, an application for tax exemption pursuant to Section 412-a of the RPTL (the “Application”). The Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the “County”) and each town, village and school district within which the Facility is located (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the “Taxing Entities” and each individually as a “Taxing Entity”). The Facility shall not be entitled to exempt status on the tax rolls of any Taxing Entity until the beginning of the first fiscal tax year of such Taxing Entity following the second taxable status date of such Taxing Entity occurring subsequent to the last to occur of (i) the Agency becoming the holder of a leasehold interest in the Facility, (ii) the filing by the Agency of the appropriate Application for tax exemption, and (iii) the acceptance of such Application by the appropriate tax assessor(s) (such date, the “PILOT Commencement Date”).

(2) The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from any denial of an exemption from real property taxes and assessments, except to the extent that such denial results solely from the willful failure of the Agency, after demand by the Company, to file the completed Application for tax exemption as set forth in this Agreement.

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of New York and Section 412-a of the RPTL may 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 levied and/or assessed against or with respect to the Facility, subject to Section 2(B)(3) hereof.

C. Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Company or the Agency on the Facility or the rental paid pursuant to the Lease Agreement or the occupancy of or any interest of the Company or the Agency in the Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any such taxes, assessments or charges shall be paid by the Company as and when due. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid as and when due directly by the Company and shall not be credited against nor be affected in any manner by any payment in lieu of real property taxes and assessments in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity.

Section 2. Payments.

A. Tax Payments. Prior to the PILOT Commencement Date, the applicable real property taxes and assessments levied and/or assessed against or with respect to the Facility shall be payable in full by the Company to the applicable Taxing Entity as if the Agency were not the holder of a leasehold interest in the Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the thirtieth (30th) fiscal tax year thereafter (such date, the "Abatement Expiration Date"), the Company shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility (collectively, the "PILOT Payments") as follows, subject to the provisions of this Section 2(B):

1	for the fiscal tax year commencing on the PILOT Commencement Date	\$271,746.70 (the "Base Year PILOT")
2	for the fiscal tax year commencing on the 1st anniversary of the PILOT Commencement Date	\$279,899.10
3	for the fiscal tax year commencing on the 2nd anniversary of the PILOT Commencement Date	\$288,296.07
4	for the fiscal tax year commencing on the 3rd anniversary of the PILOT Commencement Date	\$296,944.96
5	for the fiscal tax year commencing on the 4th anniversary of the PILOT Commencement Date	\$305,853.30
6	for the fiscal tax year commencing on the 5th anniversary of the PILOT Commencement Date	\$315,028.90
7	for the fiscal tax year commencing on the 6th anniversary of the	\$324,479.77

8	PILOT Commencement Date for the fiscal tax year commencing on the 7th anniversary of the PILOT Commencement Date	\$334,214.16
9	for the fiscal tax year commencing on the 8th anniversary of the PILOT Commencement Date	\$344,240.59
10	for the fiscal tax year commencing on the 9th anniversary of the PILOT Commencement Date	\$354,567.81
11	for the fiscal tax year commencing on the 10th anniversary of the PILOT Commencement Date	\$365,204.84
12	for the fiscal tax year commencing on the 11th anniversary of the PILOT Commencement Date	\$376,160.99
13	for the fiscal tax year commencing on the 12th anniversary of the PILOT Commencement Date	\$387,445.82
14	for the fiscal tax year commencing on the 13th anniversary of the PILOT Commencement Date	\$399,069.19
15	for the fiscal tax year commencing on the 14th anniversary of the PILOT Commencement Date	\$411,041.27
16	for the fiscal tax year commencing on the 15th anniversary of the PILOT Commencement Date	\$423,372.50
17	for the fiscal tax year commencing on the 16th anniversary of the PILOT Commencement Date	\$436,073.68
18	for the fiscal tax year commencing on the 17th anniversary of the PILOT Commencement Date	\$449,155.89
19	for the fiscal tax year commencing on the 18th anniversary of the PILOT Commencement Date	\$462,630.57
20	for the fiscal tax year commencing on the 19th anniversary of the PILOT Commencement Date	\$476,509.48
21	for the fiscal tax year commencing on the 20th anniversary of the PILOT Commencement Date	\$490,804.77
22	for the fiscal tax year commencing on the 21st anniversary of the PILOT Commencement Date	\$505,528.91
23	for the fiscal tax year commencing on the 22nd anniversary of the PILOT Commencement Date	\$520,694.78
24	for the fiscal tax year commencing on the 23rd anniversary of the PILOT Commencement Date	\$536,315.62
25	for the fiscal tax year commencing on the 24th anniversary of the PILOT Commencement Date	\$552,405.09
26	for the fiscal tax year commencing on the 25th anniversary of the PILOT Commencement Date	\$568,977.24
27	for the fiscal tax year commencing on the 26th anniversary of the PILOT Commencement Date	\$586,046.56
28	for the fiscal tax year commencing on the 27th anniversary of the PILOT Commencement Date	\$603,627.95
29	for the fiscal tax year commencing on the 28th anniversary of the PILOT Commencement Date	\$621,736.79

30 for the fiscal tax year commencing on the 29th anniversary of the PILOT Commencement Date \$640,388.90

The parties acknowledge and agree that the Base Year PILOT has been calculated to equal ten percent (10%) of the proforma Effective Gross Income (as defined below) of the Facility.

(2) From and after the Abatement Expiration Date, and until the Agency's interest in and to the Facility is conveyed to the Company pursuant to the terms of the Lease Agreement and the Facility has been returned to the tax rolls as fully taxable property, the Company shall make PILOT Payments (defined in Section 2 hereof) equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against or with respect to the Facility as if the Facility were owned by the Company and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Company under this Agreement, including, without limitation, those amounts set forth in Sections 2.A and 2.B hereof.

(3) Any provision of this Agreement to the contrary notwithstanding, the amount of PILOT Payments set forth in Section 2.B(1) hereof for each fiscal tax year from the PILOT Commencement Date through the Abatement Expiration Date, shall be reduced (but not below \$0) by the amount, if any, of special assessments and special ad valorem levies assessed against or levied upon the Facility for such fiscal tax year (collectively, "Special Assessments"), whether by the Nassau County Tax Assessor's Office or otherwise, which Special Assessments would otherwise be payable by the Company pursuant to this Agreement. The amount of any such reduction of a PILOT Payment shall be set forth on the applicable PILOT bill issued with respect to such fiscal tax year, if any, but the failure of the Company to receive such bill shall in no event affect the Company's obligation to pay such PILOT Payment. In the event that (i) the amount of Special Assessments for a particular fiscal tax year exceeds the amount of the PILOT Payment for such fiscal tax year (such excess is hereinafter referred to as an "SA Credit"), or (ii) the amount of PILOT Payments for a particular fiscal tax year are not reduced by the amount of Special Assessments for such fiscal tax year (the amount of such Special Assessments is hereinafter referred to as an "SA Reduction"), then the amount of such SA Credit or SA Reduction, as the case may be, shall be carried over as a credit for the following fiscal tax year(s); provided, however, that if there is an unused SA Credit at the end of the term of the PILOT Payments hereunder, then the Company shall not be entitled to (a) take such SA Credit against any further payments hereunder or against real property taxes assessed against the Facility, or (b) an extension of the term of this Agreement.

(4) Periodic Adjustment. (a) The PILOT Payment schedule set forth in Section 2.B(1) hereof shall be subject to adjustment, as hereinafter set forth, effective on the first day of the fiscal tax year following the end of each fifth (5th) fiscal tax year during the term of this Agreement (each, an "Adjustment Year"). By way of clarification, the first fiscal tax year of the term of this Agreement is anticipated to be the 2013/14 School Year, the 2014 General and the 2013/14 Village Year and, therefore, the first Adjustment Year would be the 2018/19 School Year, the 2019 General and 2018/19 Village Years.

(b) On or before September 1st of the year preceding the tax status date applicable to each Adjustment Year (e.g., September 1, 2017 with respect to the January 1, 2018 tax status date applicable to the first Adjustment Year), the Company shall submit to the Agency its calculation of the “Effective Gross Income” of the Facility for each year of the two (2) prior years ended on June 30th (e.g., June 30, 2016 and June 30, 2017 with respect to the 2018/19 School, 2019 General and 2018/19 Village Adjustment Year), which amount shall be adjusted by the percentage change in the Index (as defined below) for the one (1) year period preceding the date of calculation using the most recent month of the Index then available compared to the same month for the preceding year (collectively, the “EGI Calculation”). The Company’s EGI Calculation shall be accompanied by financial statements prepared by the Company and certified by the Company’s independent accounting firm setting forth the gross income of the Facility through the end of both such years, together with such supporting documentation as the Agency shall reasonably require to establish the Effective Gross Income for both such years (each, an “Income Statement”). The EGI Calculation and Income Statement shall be subject to audit by the Agency, at the sole but reasonable cost and expense of the Company, and the final determination of the Effective Gross Income and adjustment, if any, to the PILOT Payment schedule shall be made by the Agency in its reasonable discretion. For purposes of this Section 2.B., the amount of the Effective Gross Income determined pursuant to the EGI Calculation shall mean the average annual Effective Gross Income for the two (2) measuring years (e.g., the average annual Effective Gross Income for the years ended June 30, 2016 and June 30, 2017 with respect to the 2018/2019 School, 2019 General and 2018/19 Village Adjustment Year), adjusted as set forth above based on the percentage change in the Index.

“Effective Gross Income” shall mean the annual gross income of the Facility paid to and received by the Company (or any of its Affiliates; provided, however, that management company fees shall not be double-counted in Effective Gross Income) from all sources, including, without limitation, all rents, income, issues and profits of any kind or nature whatsoever; provided, however, that (i) if the vacancy rate of the Facility is greater than five percent (5%), the annual gross income of the Facility shall be grossed up based on average rents at the Facility to equate gross income based on an occupancy rate of ninety-five percent (95%); and (ii) the Company’s actual cost of tenant utilities (i.e., gas, steam, electricity and/or water) included in a tenant’s rent (and not separately billed to and paid by a tenant to a utility company) and measured by a meter that measures only the particular unit’s consumption of such utility shall be excluded from Effective Gross Income.

“Index” means the “Consumer Price Index for All Urban Consumers (1982-84 = 100), U.S. City Average, All Items,” as published by the Bureau of Labor Statistics of the United States Department of Labor. If the Index is not published by the Bureau of Labor Statistics or other governmental agency at any time during the term of this PILOT Agreement, then the calculations based on the Index shall be made using the most closely comparable statistics on the purchasing power of the consumer dollar as published by a responsible financial authority selected by the Agency.

(c) If ten percent (10%) of the Effective Gross Income, as calculated above, is more than four percent (4%) greater or less than the then scheduled PILOT Payment for the applicable Adjustment Year, then the parties shall, not later than December 15th

of the year of each EGI Calculation, enter into an amendment of the PILOT Payment schedule set forth in this Agreement. Such amendment shall set the PILOT Payment for the applicable Adjustment Year at an amount equal to ten percent (10%) of the Effective Gross Income (the "Adjusted EGI"), as calculated and determined above (including the adjustment based on the percentage change in the Index), with annual increases of three percent (3%) per year (compounded) each year after such Adjustment Year for the remaining balance of the term of this Agreement, subject to adjustment after each succeeding fifth (5th) year as set forth in subsection (b) above. If ten percent (10%) of the Effective Gross Income, as calculated above, is not more than four percent (4%) greater or less than the scheduled PILOT Payment for the applicable Adjustment Year, then such EGI Calculation shall be ignored and there shall be no adjustment of the PILOT Payment with respect to such Adjustment Year.

(d) Notwithstanding any provision of this Agreement to the contrary, the PILOT Payment for any fiscal year during the term of this Agreement shall never be less than the Base Year PILOT.

C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the "Treasurer"), 240 Old Country Road, 3rd floor, Mineola, NY 11501, or at such other address as the Treasurer may notify the Company of in writing.

(2) All PILOT Payments hereunder shall be allocated among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each Taxing Entity had the Project not been tax exempt due to the status of the Agency.

D. Due Dates; Interest; and Penalties. (1) The Company may be billed for PILOT Payments as if the Facility were on the tax rolls at the time when taxes for each Taxing Entity are due.

(2) If any payment required under this Agreement is not made on or before the due date thereof, such payment shall be delinquent and the Company shall pay a late charge equal to the greater of (a) five (5%) percent of the payment, and for each month, or part thereof, that the payment is delinquent beyond the first month, the Company shall pay an additional late charge equal to one (1%) percent per month of the total amount payable; and (b) the late charge applicable from time to time to real property tax levies and assessments that are not paid when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Company shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any) in (a) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligations, (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to April 1 and October 1 for the School Tax portion of the PILOT Obligations and (c) two equal semi-annual installments on or prior to the date which is five (5) Business days prior to March 1 and September 1 for the Village Tax portion of the PILOT Obligations, as applicable, of each year of the term of the Lease Agreement

or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease Agreement.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency pursuant to the terms of the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Building and any Additional Facilities (as hereinafter defined) located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Company, the Company's obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for payment of PILOT Obligations shall cease, but the Agency shall take such steps with the transferee or assignee other than the Company to assure that each of the Taxing Entities shall suffer no loss of revenue until the Facility can be placed back on the tax rolls as fully taxable real property and taxes levied and billed therefor.

Section 3. Effective Date: Duration of Agreement. This Agreement shall become effective upon the execution and delivery of the Lease Agreement by the Company and the Agency and this Agreement by the Company and the Agency and the execution and delivery of the Company Lease from the Company to the Agency and shall continue in effect until the earlier of (i) the termination of this Agreement pursuant to the terms of the Lease Agreement or of this Agreement, or (ii) the date on which the Company Lease and the Lease Agreement are terminated pursuant to the Lease Agreement or this Agreement and the Facility has been placed back on the tax rolls as taxable property.

Section 4. Events of Default. The following shall constitute an "Event of Default" under this Agreement:

A. Failure by the Company to make any payment specified herein and the continuance of such failure for a period of fifteen (15) days after receipt by the Company of written notice from the Agency, the County and/or any Taxing Entity.

B. Failure by the Company to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice thereof from the Agency or, if such default is capable of being cured but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure such default within such thirty (30) day period and to prosecute such cure to completion, provided in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Company Lease, the Lease Agreement, the Regulatory Agreement or any other agreement between the Agency and the Company.

If the Company fails to make any payments pursuant to this Agreement when due, the amount or amounts so in default shall continue as an obligation of the Company until fully paid.

Upon the occurrence and during the continuance of an Event of Default hereunder, the Company shall be required to make PILOT Payments as if the Facility were owned by the Company and the Agency was not otherwise involved in the Project, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility is located.

Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments of PILOT Obligations in default from the Company, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes. In addition, the Agency shall have the right to terminate the Company Lease and the Lease Agreement at any time, and the Company shall accept such termination.

The Agency, in enforcing payment by the Company of the PILOT Obligations, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every 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.

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. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein, whether or not the Company makes such payments. The Company hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments, unless due to the gross negligence or willful misconduct of the Agency.

The Agency and the Company hereby acknowledge the right of the County, as beneficiary of this Agreement (on behalf of itself and all other Taxing Entities), to pursue any appropriate remedies, including an action or proceeding in the courts, to recover directly from the Company any payments of PILOT Obligations in default hereunder and/or to exercise its rights and remedies under the PILOT Mortgage. The Company shall promptly notify the Agency of any action or proceeding brought, or other measure taken, by a Taxing Entity to recover such payments in default hereunder. It is understood that the right of any Taxing Entity herein acknowledged is in addition to, and shall not impair, the Agency's own rights arising from a breach of this Agreement.

In the event that title to the Facility is conveyed by the Company to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency in writing), this Agreement shall become null and void and any remaining tax abatement hereunder shall be canceled.

Section 5. Additional Facilities. If any structural additions or change in use shall be made to the buildings or other improvements included in the Facility subsequent to the date hereof (other than the initial changes contemplated as part of the Project), or if any additional buildings or improvements shall be constructed on the Land (other than the initial improvements contemplated as part of the Project) (such change of use, structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Company agrees to increase its PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments, if any, that would have been payable on such increase if this Agreement were not in effect. Nothing herein shall constitute the Agency's consent to the construction of any such additions or additional buildings or improvements or to such change of use.

Section 6. Change of Law. In the event the Facility, or any part thereof, is declared to be subject to taxation for real property taxes or assessments by an amendment to the Act, other legislative change or a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 7. Waiver of Tax Exemption. The Company, in recognition of the benefits provided under this Agreement, and for so long as the Lease Agreement is in effect, hereby expressly waives any rights it may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Facility.

The Company, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waives the right to institute judicial or other review of an assessment of the real property with respect to the Facility during the term of this Agreement, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time, except that the Company may commence such judicial or other review during the final year of the term of this Agreement but such review or action shall in no event have any effect on the amounts of the PILOT Payments payable hereunder. In

addition, the Company hereby represents and warrants that it has stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof.

Section 8. Delivery of PILOT Statement. The Company shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease Agreement, a verified statement setting forth the amount of such payments and the dates of such payments.

Section 9. Limited Obligation. The obligations, covenants and agreements of the Agency hereunder shall not constitute or give rise to an obligation of the State of New York, the County, or any city, town, village or school district within which the Facility is located and neither the State of New York, the County nor any such city, town, village or school district shall be liable thereon, and further, such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency.

Section 10. No Waiver. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any and all of the Company's obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any check or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

Section 11. Notices.

A. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (1) three (3) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

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

To the Agency:

Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235
Mineola, NY 11501

Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1305 Franklin Avenue, 2nd floor
Garden City, NY 11530
Attention: Paul V. O'Brien, Esq.

To the Company:

Plaza Landmark LLC
1999 Marcus Avenue, Suite 310
Lake Success, NY 11042
Attention: Kevin Lalezarian

With courtesy copies to:

Jaspan Schlesinger LLP
300 Garden City Plaza
Garden City, NY 11530
Attention: Lisa A. Cairo, Esq.

- and -

Bingham McCutchen LLP
399 Park Avenue
New York, NY 10022
Attention: Martin Siroka, Esq.

Section 12. Change of Address. The Agency or the Company may, by notice given hereunder to each other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Section 13. Assignment of Agreement. This Agreement shall be binding upon the successors and permitted assigns of the Company but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the Agency or otherwise expressly permitted under the Lease Agreement.

Section 14. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Lease Agreement executed between the parties thereto shall be a separate and independent document from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Lease Agreement shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in

this Agreement and provided for in the Lease Agreement are the only considerations and terms for which the parties thereto have executed this Agreement.

Section 15. Invalidity. If any one or more phrases, sentences, clauses or provisions of this Agreement or the entirety hereof shall be declared invalid or unenforceable by any order, decree or judgment of any court of competent jurisdiction, then such phrase, sentence, clause or provision or the entirety of this Agreement shall be deemed to be reformed in such manner as shall be determined by such court, or in the absence of such a determination then in the reasonable judgment of the Agency, to render such phrase, sentence, clause or provision of this Agreement valid and enforceable under applicable law. The parties hereto agree to enter into such documents, agreements and instruments as the Agency reasonably determines are necessary to effect any such reformation. In the event that any one more of the phrases, sentences, clauses or provisions of this Agreement cannot be reformed to comply with applicable law, then this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not appeared in this Agreement.

Section 16. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency, the Company and the Bank.

Section 17. Prior Agreements. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof.

Section 18. Delivery of Agreement. The Agency covenants to use reasonable efforts to deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution.

Section 19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Service of Process; Consent to Jurisdiction; Forum.

A. The Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as the Lease Agreement shall be in effect. If for any reason the Company should cease to be so subject to service of process in the State of New York, the Company hereby designates and appoints, without power of revocation, Lisa A. Cairo, Esq., Jaspan Schlesinger LLP, 300 Garden City Plaza, Garden City, NY 11530, as agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of the Company upon whom may be served all process, pleadings, notices or other papers which may be served upon the Company as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Company's obligations hereunder.

B. The Company irrevocably and unconditionally (1) agrees that any suit, action or other legal proceeding arising out of this Agreement or the other Transaction Documents may be brought in the courts of record of the State of New York in Nassau County or the courts of the United States, Eastern District of New York; (2) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as the Lease Agreement is in effect, the Company's agents designated above shall accept and acknowledge in the Company's behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Company agrees and consents that any such service of process upon such agents and written notice of such service to the Company in the manner set forth in Section 11 hereof shall be taken and held to be valid personal service upon the Company whether or not the Company shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Company according to the laws governing the validity and requirements of such service in the State of New York, and waives all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Company or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Company.

Section 21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of laws.

Section 22. Nature of Obligations. This Agreement shall remain in full force and effect until each and every one of the PILOT Obligations shall have been irrevocably paid in full and all other obligations of the Company under this Agreement shall have been paid and performed in full.

If the Company consists of more than one (1) Person, the obligations of such Persons under this Agreement shall be joint and several.


Section 23. Indemnification. The Company agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability arising from any default by the Company in performing its obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and attorneys' fees and expenses.

[Remainder of this page intentionally left blank]

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


PILOT Agreement

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By 
Name: Colleen Pereira
Title: Administrative Director

PLAZA LANDMARK LLC

By: PLAZA LANDMARK HOLDINGS
LLC, its sole member

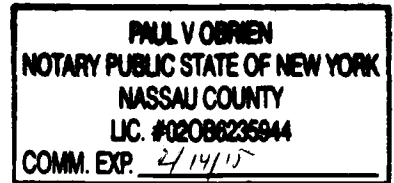
By 
Name: Kevin Lalezarian
Title: Managing Member

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

On the 25th day of September, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Colleen Pereira, 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 executed the instrument.



Notary Public



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

On the 21 day of September, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Lalezarian, 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 executed the instrument.



Notary Public

CYNTHIA MARGARETEN
Notary Public, State of New York
No. 01MA4884255
Qualified in Nassau County
Commission Expires January 26, 20 15

SCHEDULE A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Great Neck Plaza, Town of North Hempstead, County of Nassau and State of New York, known and designated as and by parts of Lots 3 to 23, both inclusive, Block No. 11 as shown on a certain map entitled "Amended Map of Block 11, Map of Eastmoreland, Section 1, filed December 9, 1925 as Map No. 586, belonging to Jaybro Realty and Development Co., Inc." and said amended map filed in the Nassau County Clerk's Office on April 16, 1931 as Map No. 1069, which said parts of lots when taken together as one parcel are more particularly bounded and described as follows:

BEGINNING at the westerly terminus of a straight line which connects the northeasterly side of New Cutter Mill Road (Bayview Avenue) with the northwesterly side of Great Neck Road (May Avenue);

RUNNING THENCE along the northeasterly side of New Cutter Mill Road, the following two (2) courses and distances:

- 1) North 28 degrees 19 minutes 18 seconds West 53.04 feet;
- 2) North 13 degrees 43 minutes 03 seconds West 69.60 feet to the land of the Long Island Railroad;

THENCE along the said land of the Long Island Railroad, the following five (5) courses and distances:

- 1) North 38 degrees 35 minutes 09 seconds East 55.79 feet;
- 2) North 38 degrees 24 minutes 40 seconds East 58.92 feet;
- 3) North 26 degrees 35 minutes 15 seconds East 102.28 feet;
- 4) North 36 degrees 42 minutes 55 seconds East 100.06 feet;
- 5) North 38 degrees 43 minutes 15 seconds East 37.25 feet;

THENCE South 49 degrees 07 minutes 30 seconds East 155.15 feet to the northwesterly side of Great Neck Road;

THENCE along the northwesterly side of Great Neck Road, South 40 degrees 52 minutes 30 seconds West 400.31 feet to the easterly terminus of the straight line which connects the said northwesterly side of Great Neck Road with the northeasterly side of New Cutter Mill Road;

THENCE along the last mentioned line, South 87 degrees 31 minutes 38 seconds West 13.99 feet to its westerly terminus at the point or place of BEGINNING.