

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("this Amendment") dated as of December 30, 2010 by and between 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 Theodore Roosevelt County Executive & Legislative Building, 1550 Franklin Avenue, Suite 235, Mineola, New York (the "Agency"), and **60 CROSSWAYS, L.L.C.**, a limited liability company organized and existing under the laws of the State of New York, having office 60 Crossways Park Drive, Woodbury, New York 11797 (the "Company").

WITNESSETH

WHEREAS, the Company, and Hornell Brewing Co., Inc., a corporation organized and existing under the laws of the State of New York (the "Sublessee" and together with the Company, collectively, the "Applicants"), presented an application (the "Application") to the Agency, which application requested that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 3 acre parcel of land located at 60 Crossways Park Drive, Woodbury, Town of Oyster Bay, County of Nassau, New York (collectively, the "Land"), (2) the construction of an approximately 100,000 square foot office building on the Land (collectively, the "Building"), together with related improvements to the Land, 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 Sublessee as its corporate headquarters (collectively, the "Project Facility"); (B) the financing of all or a portion of the costs of the foregoing by the issuance of taxable revenue bonds of the Agency in one or more series (the "Bonds"); (C) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes, mortgage recording taxes and real property taxes (but not including special assessments and ad valorem levies) (together with the Bonds, collectively, the "Financial Assistance"); and (D) the lease (with an obligation to purchase) license or sale of the Project Facility to the Company or such other entity(ies) as may be designated by the Company and agreed upon by the Agency and the sublease of the Project Facility by the Company to the Sublessee; and

WHEREAS, the Agency has appointed the Company as agent of the Agency to undertake the acquisition, renovation, construction and installation of the Project Facility and the Agency has leased the Project Facility to the Company, all pursuant to the terms and conditions set forth in the Lease Agreement dated as of July 1, 2007 between the Company and the Agency (as amended, modified, supplemented or restated to date, the "Lease"), the Sublease Agreement dated as of July 1, 2007 between the Company and the Sublessee (as amended, modified, supplemented or restated to date, the "Sublease"), and

the Project Agreement (appointing the Sublessee as such agent) dated as of January 1, 2007 between the Agency and the Sublessee (as amended, modified, supplemented or restated to date, the "Project Agreement") and the other Transaction Documents (as defined in the Lease); and

WHEREAS, on or about September 23, 2010, the Company and the Sublessee presented an application to the Agency (the "2010 Application"), which 2010 Application requested that the Agency consider undertaking an internal expansion of the Project (the "Expansion Project") consisting of the following: (A) the internal expansion and partial renovation of a not to exceed 35,000 square foot portion of the Building, including the acquisition and installation therein of certain furniture, fixtures, machinery and equipment, to serve as an executive and sales conference center, within the Sublessee's corporate headquarters, (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes and real property taxes (but not including special assessments and ad valorem levies) in the form of an amendment to the existing Payment in Lieu of Taxes Agreement, dated July 1, 2007 by and among the Agency, the Company and the Sublessee (the "PILOT Agreement") (collectively, the "Additional Financial Assistance"); and

WHEREAS, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the "Public Hearing") to hear all persons interested in the Expansion Project and the Additional Financial Assistance contemplated by the Agency with respect to the Expansion Project, to be mailed on November 22, 2010 to the chief executive officer of Nassau County, New York and of each other affected tax jurisdiction within which the Project Facility is or is to be located, (B) caused notice of the Public Hearing to be published on November 22, 2010 in the Nassau edition of Newsday, a newspaper of general circulation available to residents of the Town of Oyster Bay and the County of Nassau, New York, (C) caused a public hearing to be held, which was conducted by the Chief Financial Officer of the Agency on December 2, 2010 at 8:00 a.m., local time, at the Town Hall, 54 Audrey Avenue, Town of Oyster Bay, Nassau County, New York, and (D) caused a report of the Public Hearing to be prepared (the "Report") which fairly summarizes the views presented at the Public Hearing and distributed the Report to the members of the Agency; and

WHEREAS, the proposed exemption from real property taxes would represent a deviation from the Agency's uniform tax exemption policy and guidelines; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a meeting of the Agency (the "IDA Meeting") with respect to the proposed deviation from the Agency's uniform tax exemption policy and guidelines to be mailed on November 22, 2010 to the chief executive officer of each affected tax jurisdiction, and (B) conducted the IDA Meeting on December 3, 2010, and the Executive Director of the Agency and/or Chief Financial Officer of the Agency reviewed and responded to any comments or correspondence received from the affected tax jurisdictions at or before the IDA Meeting

regarding the proposed deviation from the Agency's uniform tax exemption policy and approved the proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on December 3, 2010 (the "Inducement Resolution"), the Agency, following a review of the Report, made a determination to proceed with the Expansion Project and to grant the Additional Financial Assistance; and

WHEREAS, by resolution adopted by the members of the Agency on December 3, 2010 (the "Authorizing Resolution"), the Agency determined to modify the existing "straight lease" (as such quoted term is defined in the Act) contemplated by this Second Amendment to Lease Agreement and amendments to certain of the Transaction Documents, and to modify the Project Agreement contemplated by that certain Second Amendment to Project Agreement, dated as of the date hereof; and

WHEREAS, the granting of the Additional Financial Assistance to the Company is for proper purposes, including, without limitation, the advancement of the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State and the prevention of unemployment and economic deterioration pursuant to the provisions of the Act; and

WHEREAS, the granting of the Additional Financial Assistance by the Agency to the Company has been determined by the Agency to be necessary to induce the Company and the Sublessee to proceed with the Expansion Project; and

WHEREAS, pursuant to a certain Amendment to Payment in Lieu of Taxes Agreement of even date herewith among the Company, the Sublessee and the Agency, the Company and the Sublessee have agreed to amend the terms of the existing Payment in Lieu of Taxes Agreement, dated as of July 27, 2007 (the "Original PILOT") whereby the term of the Original PILOT is extended by five years and the Company, the Sublessee agree to make certain additional payments in lieu of real property taxes with respect to the Land and the improvements thereon; and

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

SECTION 1.1. Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those

capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Transaction Documents.

SECTION 2. AMENDMENTS

SECTION 2.1. The following sections of the Lease are amended as follows:

(A) SECTION 1.1. DEFINITIONS:

The definition of Project, shall include the Expansion Project, as applicable.

The following definitions are added under SECTION 1.1

(i) "Amendment to PILOT Agreement" means the Amendment to PILOT Agreement, by and among the Company, the Sublessee and the Agency, dated as of the date hereof.

(ii) "Second Amended Project Agreement" means the Second Amended Project Agreement, dated as of the date hereof, between the Agency and the Sublessee.

(iii) "Expansion Project" shall have the meaning as provided in the Recitals hereto.

(iv) "Expansion Scheduled Completion Date" is added and is to mean January 1, 2012, the date on which the Expansion Project will be completed and ready to serve its intended use as an executive and sales conference center.

(v) "Expansion Closing Date" is added and is to mean the closing date of the Expansion Project.

(B) SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY:

(i) Section 2.2 (N) shall be amended by the addition of a second new sub-paragraph immediately following the existing sole subparagraph, as follows:

"Provided, further, that the Company shall (ii) create at least 15 new, full-time equivalent, private sector jobs within one (1) year after the Expansion Scheduled Completion Date and maintain such jobs throughout the term of this Agreement, (iii) create at least 20 new, full-time equivalent, private sector in the State of New York within two (2) years after the Expansion Scheduled Completion Date and maintain such jobs through the term of this agreement; and (iv) create or cause to be created at

least 10 temporary, full-time equivalent, private sector construction jobs during the acquisition, construction, installation and equipping of the Project Facility; all of which jobs shall, at all times during the term of this Agreement, be located at the Premises (collectively, the "Additional Minimum Employment Requirement").

- (ii) Section 2.2 (U) of the Lease is stricken and restated in its entirety to read as follows:

"The total cost of the Project is \$35,000,000, and the total cost of the Expansion Project is an additional \$6,000,000."

(C) SECTION 4.2. COMPLETION OF THE PROJECT FACILITY; FEES.

- (i) Section 4.2(A) shall be amended by the addition of a second new sub-paragraph immediately following the existing sole subparagraph, as follows:

"The Company will proceed with due diligence to commence the construction and equipping of the Expansion Project in accordance with Section 4.1 of this Lease, on or before December 15, 2010 and shall thereafter proceed with due diligence to complete the construction, installation and equipping of the Expansion Project on or before January 1, 2012 (the "Expansion Scheduled Completion Date"). The Company represents that it has applied for and covenants to diligently prosecute its application for all appropriate building permits for the Expansion Project. Completion of the Expansion Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (A) the date of such completion, (B) that all labor, services, materials and supplies used therefore and all costs and expenses in connection therewith have been paid, (C) that the acquisition, construction, installation and equipping of the Expansion Project has been completed in a good and workmanlike manner, (D) that the Company or the Agency has good and valid title to all Property constituting a portion of the Expansion Project, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Expansion Project is ready for occupancy, use and operation for its intended purposes. Such certificate shall be accompanied by any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Premises."

(D) SECTION 5.2. DURATION OF THE LEASE TERM; QUIET ENJOYMENT.

Section 5.2(B) shall be amended and restated in its entirety, as follows:

“Provided that all amounts, costs and expenses payable by the Company to the Agency under this Lease and all other Transaction Documents are paid in full, the leasehold estate created hereby shall terminate at 12:00 a.m. on the earlier to occur of (1) December 31, 2024 (the “Amended Stated Expiration Date”), or (2) the date that this Lease shall terminate pursuant to Article X or Article XI hereof.

(E) SECTION 5.3. RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

- (i) Section 5.3(B) shall be amended by the addition of a second new sub-paragraph immediately following the existing sole subparagraph, as follows:

“In connection with the Expansion Project, the Company agrees to pay to the Agency an Agency administrative fee in the amount of \$36,000.00, (the “Expansion Administrative Fee”). The Expansion Administrative Fee is due and payable by the Company to the Agency on the Expansion Closing Date. The Expansion Administrative Fee is non-refundable and is deemed earned in full upon the execution and delivery of this Lease.

(F) SECTION 11.4. RECAPTURE OF AGENCY BENEFITS.

- (i) Section 11.4(A)(7) is amended and restated in its entirety to read as follows:

“(7) 50 per cent (50%) of 375,000 of the Additional Sales Tax Benefits (as defined below) if the Recapture Event occurs on or before the 10 (10th) anniversary of the Closing Date but on or before the fifteenth (15th) anniversary of the Closing Date”.

- (ii) New Section 11.4(A)(8) shall be added to read as follows:

“(8) zero percent (0%) of the Benefits or Additional Sales Tax Benefits thereafter”.

- (iii) Section 11.4(B) is amended to include the following new unnumbered subparagraph immediately following subparagraph 11.4(B)(2), as follows:

“provided further that the term “Additional Sales Tax Benefits” shall mean all additional Sales Tax benefits (not to exceed \$375,000.00) derived in connection with the Expansion Project from the Agency’s participation in the transactions contemplated by this Lease, including, but not limited to, any exemption from local sales taxes for the purchase of certain furniture, fixtures, machinery and equipment acquired in the construction of the Expansion Project.”

SECTION 3. CONDITIONS.

SECTION 3.1. Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

(A) the execution and delivery by the Company and the Agency of an original or counterpart originals of this Amendment;

(B) the Company and the Sublessee shall deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment; and

(C) the Company shall pay all fees and expenses (including attorneys’ fees and expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the arrangements contemplated herein.

SECTION 4. MISCELLANEOUS.

SECTION 4.1. Representations and Warranties. (A) All terms, conditions, covenants, representations and warranties of the Company contained in the Transaction Documents, except as expressly modified hereby, are ratified, confirmed and reaffirmed by the Company as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Company represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(C) No Event of Default has occurred under the Lease or any other Transaction Document and no event which, with the giving of notice or the lapse of time or both, would become such an Event of Default has occurred and is continuing.

SECTION 4.2. Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Lease as amended by this Amendment shall be satisfactory in form and substance to the Agency.

SECTION 4.3. Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 4.4. Reference to Lease. The Lease, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Lease, as amended hereby, are hereby amended so that any references in the Lease, the Transaction Documents or such other agreements, documents or instruments executed in connection with the lease shall mean a reference to the lease, as amended hereby.

SECTION 4.5. Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 4.6. Successors and Assigns. The Company and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 4.7. Counterparts. This Amendment may be executed in any number of counterparts and by the Company and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

SECTION 4.8. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 4.9. Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern.

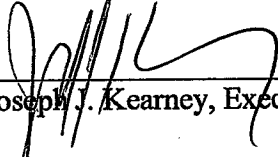
SECTION 4.10. Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings and agreements between such parties with respect to such transaction.

[Signature Page to Second Amendment to Lease Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:



Joseph J. Kearney, Executive Director

60 CROSSWAYS, L.L.C.

By: **CROSSWAYS PARK, LLC, its
Managing Member**

By:

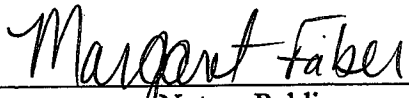


John Cacoylidis
Managing Member

[Acknowledgment Page to Second Amendment to Lease Agreement]

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

On the 16th day of December, in the year 2010, before me, the undersigned, a notary public in and for said state, personally appeared **Joseph J. Kearney**, 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.

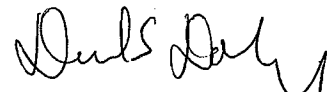


Notary Public

MARGARET FABER
Notary Public, State of New York
No. 01FA5079336
Qualified in Nassau County
Commission Expires June 2, 2011

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

On the 16th day of December, in the year 2010, before me, the undersigned, a notary public in and for said state, personally appeared **John Cacoulidis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



DANIEL S. DORNFELD
Notary Public, State of New York
No. 02DO5024564
Qualified in Suffolk County
Commission Expires May 9, 2014

EXHIBIT C

FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT

THIS FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT (this "Amendment"), made as of the December 30, 2010 by and among **NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at Theodore Roosevelt County Executive & Legislative Building, 1550 Franklin Avenue, Suite 235, Mineola, New York (the "Agency"), and **60 CROSSWAYS, L.L.C.**, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company") and **HORNELL BREWING CO., INC.**, a corporation duly organized and validly existing under the laws of the State of New York, (the "Sublessee", together with the Company, the "Applicant"). Capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to such terms in the Lease (as hereinafter defined).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 1030 of the Laws of 1969 of the State of New York, being Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 674 of the Laws of 1975 of the State of New York, as amended (collectively, the "Act"); and

WHEREAS, the Agency on behalf of the Applicant has acquired fee simple title to certain land known as 60 Crossways Park Drive, Woodbury, Town of Oyster Bay, Nassau County, New York, more particularly described on Exhibit A attached hereto, and the improvements thereon (collectively, the "Facility") and the Agency has leased the Facility to the Company pursuant to a certain Lease Agreement, dated July 1, 2007 between the Agency and the Company (as further amended, modified, supplemented or restated from time to time, the "Lease"), for sublease to the Sublessee; and

WHEREAS, pursuant to Section 874 of the Act, the Agency is exempt from the payment of all taxes and assessments imposed upon real property and improvements acquired by it or under its jurisdiction or control or supervision, other than special ad valorem levies and special assessments; and

WHEREAS, the parties wish to amend the Payment in Lieu of Taxes Agreement, dated July 1, 2007 (as further amended, modified, supplemented or restated from time to time, the "Existing PILOT Agreement"), between the Company, the Sublessee and the Agency with respect to the Facility;

NOW, THEREFORE, in consideration of the promises, mutual covenants hereinafter contained and other good and valuable consideration, the parties hereto mutually agree as follows:

1. The Existing PILOT Agreement shall be amended by striking the first paragraph of Section 2(B)(1) and replacing it in its entirety as follows:

“(1) From the PILOT Commencement Date through and including the last day of the fifteenth (15th) fiscal tax year thereafter (such date, the “PILOT Expiration Date”), the Applicant 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:”

2. The Existing PILOT Agreement shall be amended by adding new Subsections “k” through “o” under Section 2(B)(1) immediately following Subparagraph “j”, containing the following language:

“(k) for the fiscal year commencing on the 10th anniversary of the PILOT Commencement Date, \$1,080,245; and

(l) for the fiscal year commencing on the 11th anniversary of the PILOT Commencement Date, \$1,107,252; and

(m) for the fiscal year commencing on the 12th anniversary of the PILOT Commencement Date, \$1,134,933; and

(n) for the fiscal year commencing on the 13th anniversary of the PILOT Commencement Date, \$1,163,306; and

(o) for the fiscal year commencing on the 14th anniversary of the PILOT Commencement Date, \$1,192,389.

3. The Existing PILOT Agreement shall be deemed to be modified and amended in accordance with the provisions of this Amendment and the respective rights, duties and obligations of the Applicant shall remain to be determined, exercised and enforced under the Existing PILOT Agreement subject in all respects to such modifications and amendments in writing executed by all parties thereto, and all the terms and conditions of this Amendment shall be part of the terms and conditions of the Existing PILOT Agreement for any and all purposes. All the other terms of the Existing PILOT Agreement shall continue in full force and effect subject to the amendments set forth herein.

4. The Applicant represents and warrants to the Agency as follows:

(a) The representations and warranties of the Applicant contained in the Existing PILOT Agreement (i) were true and correct when made, and (ii) after giving effect to this Amendment, continue to be true and correct on the date hereof (except to the extent of changes resulting from transactions contemplated or permitted by the Agreement, as amended hereby, and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, and to the extent that such representations and warranties relate expressly to an earlier date).

(b) The execution and delivery by the Applicant of this Amendment and the performance by the Applicant of all of its agreements and obligations under this Amendment are within its corporate, partnership or limited liability company

authority, have been duly authorized by all necessary corporate, partnership or membership action and do not and will not: (i) contravene any provision of its organizational documents or any amendment thereof; (ii) conflict with, or result in a breach of any material term, condition or provision of, or constitute a default under or result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any of its respective property under any agreement, deed of trust, indenture, mortgage or other instruments to which it is a party or by which any of its properties are bound including, without limitation, any of other agreements; (iii) violate or contravene any provision of any law, statute, rule or regulation to which the Applicant is subject or any decree, order or judgment of any court or governmental or regulatory authority, bureau, agency or official applicable to the Applicant; (iv) require any waivers, consents or approvals by any of its creditors which have not been obtained; or (v) require any approval, consent, order, authorization or license by, or giving notice to, or taking any other action with respect to, any governmental or regulatory authority or agency under any provision of any law.

5. The Existing PILOT Agreement, as amended hereby, constitutes the legal, valid and binding obligations of the Applicant enforceable against the Applicant in accordance with its terms, provided that: (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

6. No provision, covenant or agreement contained in this Amendment or any obligation herein imposed upon the Agency or the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit.

7. All covenants, stipulations, promises, agreements and obligations of the Agency contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, employee or agent of the Agency in his individual capacity, and no recourse shall be had for the payment thereof or for any claim based thereon or hereunder against any member, director, officer, employee or agent of the Agency or any natural person executing this Amendment on behalf of the Agency

8. Whenever the Applicant fails to comply with any provision of the Existing PILOT Agreement, as amended hereby, the Agency may, but shall not be obligated to, 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 Applicant under the Existing PILOT Agreement, as amended hereby.

9. The Existing PILOT Agreement, as amended hereby, shall be governed by and construed in accordance with the internal laws of the State of New York, as the same may be in effect from time to time, without regard to its principles of conflicts of laws.

10. The Applicant agrees to hold the Agency harmless from and against any liability arising from any default by the Applicant in performing its obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and attorneys' fees and disbursements.

11. The Existing PILOT Agreement, as amended hereby, may be modified only by written instrument duly executed by the parties hereto.

12. The Existing PILOT Agreement, as amended hereby, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, distributees and assigns.

13. If any provision of the Existing PILOT Agreement, as amended hereby, shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of the Existing PILOT Agreement, as amended hereby, 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.

14. If the Applicant fails to make any payment when due, the Agency, in addition to any remedy or right it or any taxing authority may have pursuant to the Existing PILOT Agreement, as amended hereby, shall have the rights and remedies set forth in the Lease.

15. This Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

16. References to the Existing PILOT Agreement in the Lease and the other agreements, documents and instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the Lease, are hereby amended so that any reference to the Existing PILOT Agreement, shall be deemed to mean the Existing PILOT Agreement, as amended by this Amendment.

17. This Amendment is given in amendment of, and not in extinguishment, termination or replacement of, the Existing PILOT Agreement. The Applicant represents and warrants to the Agency that the Applicant has no right of setoff, defense, claim or counterclaim with respect to its obligations under the Existing PILOT Agreement.

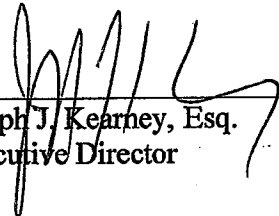
18. Except as expressly provided herein, this Amendment shall not be construed to be a waiver or modification, express or implied, of any of the terms or provisions of the Existing PILOT Agreement, the Lease or any other agreement, document or instrument executed and/or delivered in connection with any of the foregoing, or of any of the Agency's rights thereunder, all of which are and shall remain in full force and effect, nor to result in a loss of priority of the lien of the PILOT Mortgage over the rights of any junior lienor. This Amendment shall not be construed to constitute consent to other or further action by the Applicant or to entitle the Applicant to any other consent.

[Remainder of this page intentionally left blank]

[Signature Page to First Amendment to PILOT Agreement]

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

**NASSAU COUNTY INDUSTRIAL DEVELOPMENT
AGENCY**

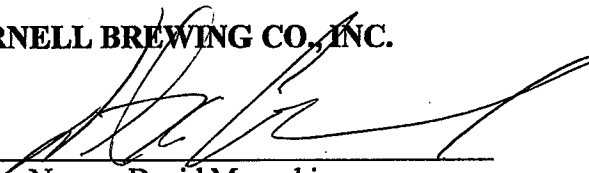
By: 
Joseph J. Kearney, Esq.
Executive Director

60 CROSSWAYS, L.L.C.

By: CROSSWAYS PARK, LLC,
its Managing Member

By: 
John Cacoulidis
Managing Member

HORNELL BREWING CO., INC.

By: 
Name: David Menashi
Title: Chief Executive Officer

[Acknowledgment Page to First Amendment to PILOT Agreement]

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

On the 16th day of December in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph J. Kearney, 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 or entity on behalf of which the individual acted, executed the instrument.

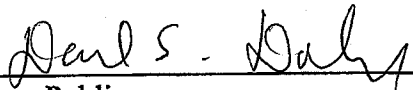
Margaret Faber
Notary Public

MARGARET FABER
Notary Public, State of New York
No. 01FA5079336
Qualified in Nassau County
Commission Expires June 2, 2011

[Acknowledgment Page to First Amendment to PILOT Agreement]

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

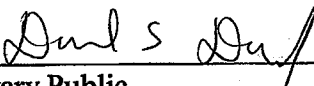
On the 16th day of December in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared John Cacoulidis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Notary Public
DANIEL S. DORNFELD
Notary Public, State of New York
No. 02DO5024564
Qualified in Suffolk County
Commission Expires May 9, 2014

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

On the 16th day of December in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David Menashi, 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 or entity on behalf of which the individual acted, executed the instrument.



Notary Public

DANIEL S. DORNFELD
Notary Public, State of New York
No. 02DO5024564
Qualified in Suffolk County
Commission Expires May 9, 2014

EXHIBIT A

Description of the Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point lying in the Easterly side of Wantagh Oyster Bay Expressway distant 775.00 feet Southerly from the corner formed by the intersection of the Easterly side of Wantagh Oyster Bay Expressway with the Southerly side of Jericho Turnpike, said distance being measured along the Easterly side of Wantagh Oyster Bay Expressway;

RUNNING THENCE South 45 degrees 42 minutes 23 seconds East along a line radial to the Easterly side of Wantagh Oyster Bay Expressway for a distance of 130.00 feet to a point;

THENCE South 78 degrees 48 minutes 26 seconds East for a distance of 128.94 feet to a point on a curve;

THENCE Southerly along a curve bearing to the left, having a radius of 180.00 feet for the arc and length 80.00 feet to a point of tangency;

THENCE South 4 degrees 16 minutes 59 seconds East tangent to the previous course for a distance of 213.00 feet to a point;

THENCE South 85 degrees 43 minutes 01 seconds West for a distance of 304.00 feet to a point;

THENCE North 73 degrees 10 minutes 50 seconds West, radial to the next course for a distance of 327.94 feet to the Easterly side of Wantagh Oyster Bay Expressway;

THENCE Northerly along the Easterly side of Wantagh Oyster Bay Expressway along a curve bearing to the right having a radius of 1970.00 feet for the arc length of 153.90 feet to a point of compound curve;

THENCE still Northerly, still along the Easterly side of Wantagh Oyster Bay Expressway, along a curve to the right having a radius of 680.00 feet for the arc length of 272.95 feet to the point or place of BEGINNING.