

AMENDMENT TO PAYMENT-IN-LIEU-OF TAX AGREEMENT, dated May 15, 2014 (the "Amendment"), by and between the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York, maintaining an office at 1 Independence Hill, Farmingville, New York 11738 (the "Agency"), JENNA GRACE PROPERTIES LLC, a limited liability company, duly organized and validly existing under the laws the State of New York having an office at 10 Moffitt Boulevard, Bay Shore, New York 11706 (the "Company"), Suffolk Bus Corp. ("SBC"), Suffolk Transportation Corp. ("STC"), and Suffolk Transportation Service, Inc. ("STS"), each a New York corporation, duly organized and validly existing under the laws of the State of New York having an office at 10 Moffitt Boulevard, Bay Shore, New York 11706 (SBC, STS and STC may be referred to, individually, as a "Subtenant" and, collectively, as the "Subtenants").

RECITALS

WHEREAS, the Agency and the Company entered into a certain payment-in-lieu-of-tax agreement dated as of December 1, 2013 (the "PILOT Agreement"), pertaining to those certain premises located at 1162/63 Old Town Road, Coram, New York (SCTM #0200-450.00-01.00-10.002) (the "Premises"); and

WHEREAS, Exhibit B attached to and made part of the PILOT Agreement contains certain scribner errors and omissions, which the parties desire to correct so as to reflect their intent.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, each to the other paid, the receipt whereof and sufficiency of which are hereby acknowledged, the promises and covenants herein contained, and as an inducement to the Agency to grant the above referenced request, it is agreed as follows:

1. Definitions. The words and phrases contained herein shall have the meanings ascribed to in the PILOT Agreement unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent.
2. Exhibit B. Exhibit B of the PILOT Agreement is hereby deleted and replaced with Exhibit B annexed hereto.
3. Incorporation by Reference. The terms, conditions and provisions of this Amendment shall be deemed incorporated in and made a part of the PILOT Agreement as fully as if set forth therein at length. Except as expressly modified by this Amendment, the parties hereto approve, ratify and confirm all of the terms, conditions and provisions of the PILOT Agreement.
4. Conflicts. In the event of any conflict between this Amendment and the PILOT Agreement, this Amendment shall govern and control.
5. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

6. Third Party Beneficiaries. Except as expressly provided herein, each party hereto intends that this Amendment shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

7. Governing Law. This Amendment shall be construed and enforced in accordance with the internal laws of the State of New York without regard to the principle of the conflict of laws. Any dispute arising in connection with this Amendment shall be adjudicated in a court of competent jurisdiction of the State of New York or of the United States with venue in the County of Suffolk. The parties hereto consent to the in personam jurisdiction of such courts. The parties hereby waive trial by jury in any action or proceeding arising under this Amendment.

8. Execution in Counterparts. This Amendment may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same document. Telefacsimile signatures shall be valid and binding.

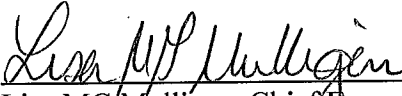
9. Waivers. All or any part of any provision of this Amendment may be waived in writing by all the parties hereto. The failure to insist upon the strict performance of all or any part of any provision hereof, or to seek remedies for a default or breach in connection therewith, shall not be construed as a waiver or impair any right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. The waiver of all or any part of any provision shall not affect or alter this Amendment or all or any part of any other provision hereof, nor shall it render unnecessary consent to, or approval of, any subsequent similar act.

10. Draftsmanship. Each of the parties has contributed to the preparation of this Amendment and no party shall be considered the draftsman hereof for purposes of construction of its terms or drawing inferences in favor or against any party.

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IN WITNESS WHEREOF, the Agency, the Company and the Subtenants have each caused this Amendment to PILOT Agreement to be executed in their respective names by a duly authorized individual, all as of May 15, 2014.

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Lisa M.G. Mulligan, Chief Executive Officer

JENNA GRACE PROPERTIES LLC

By: 
John A. Corrado, Managing Member

SUFFOLK BUS CORP.

By: 
John J. Corrado, President

SUFFOLK TRANSPORTATION CORP.


By: 
John J. Corrado, President

SUFFOLK TRANSPORTATION SERVICE, INC.

By: 
John J. Corrado, President

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

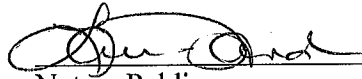
On the 3rd day of July in the year 2014, before me, the undersigned, personally appeared LISA MG MULLIGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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

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

MICHELE A. D'ANCONA
Notary Public, State Of New York
No. 01DA6042652
Qualified In Suffolk County
Commission Expires May 30, 20 18

On the 13th day of June in the year 2014, before me, the undersigned, personally appeared JOHN J. CORRADO, 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

LAURA DANDREA
Notary Public, State of New York
No. 01DA6130185
Qualified in Suffolk County
Commission Expires July 11, 20 17

EXHIBIT B

Formula for payments-in-lieu-of-taxes: Town of Brookhaven (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Longwood School District, Suffolk County and Appropriate Special Districts

Payment Formula

Tax Year	Total PILOT Payments
December 1 - November 30	
2014/2015	\$25,336.00
2015/2016	\$25,842.00
2016/2017	\$26,359.00
2017/2018	\$26,886.00
2018/2019	\$27,424.00
2019/2020	\$27,973.00
2020/2021	\$28,532.00
2021/2022	\$29,103.00
2022/2023	\$29,685.00
2023/2024	\$30,278.00
2024/2025	\$79,355.00
2025/2026	\$80,942.00
2026/2027	\$82,560.00
2027/2028	\$84,212.00
2028/2029	\$85,896.00

Thereafter, all taxes and assessments, including special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be for special improvements or special district improvements, that the Company would pay without exemption as if the Facility was owned by the Company and not the Agency.