

GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER

TO

YANCEY'S FANCY, INC.

FIRST AMENDMENT TO LEASEBACK AGREEMENT
AND MEMORANDUM TO LEASEBACK AGREEMENT
(Pursuant to Section 291-c of the New York Real Property Law)

Tax Map Numbers:
19-1-73.12

Dated as of April 1, 2020

After Recording Return To:
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Amy Abbink

FIRST AMENDMENT TO LEASEBACK AGREEMENT
AND MEMORANDUM OF LEASEBACK AGREEMENT
(Pursuant to Section 291-c of the New York Real Property Law)
(Agency to Company)

THIS FIRST AMENDMENT TO LEASEBACK AGREEMENT AND MEMORANDUM OF LEASEBACK AGREEMENT, dated as of April 1, 2020 (the "First Amendment") is by and between **GENESEE COUNTY INDUSTRIAL DEVELOPMENT AGENCY d/b/a GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER**, a public benefit corporation duly organized and validly existing under the laws of the State of New York, with offices at 99 MedTech Drive, Suite 106, Batavia, New York 14020 (the "Agency") and **YANCEY'S FANCY, INC.**, a corporation duly organized and validly existing under the laws of the State of New York, with offices at 857 Main Road, Corfu, New York 14038 (the "Company").

WITNESSETH:

WHEREAS, by a certain Leaseback Agreement dated as of March 1, 2014 (the "Leaseback Agreement"), by and between the Agency, as sub-lessor, and the Company, as sub-lessee, the Agency leased its interest in certain real property, including any buildings, structures or improvements thereon, located at the intersection of NYS Routes 5 and 77 in the Town of Pembroke, Genesee County, New York, as more particularly described in Schedule A attached hereto (the "Leased Premises"); and

WHEREAS, a memorandum of the Leaseback Agreement was recorded in the Office of the Genesee County Clerk on March 28, 2014, in Liber 904, Page 803 (the "Memorandum of Leaseback Agreement"); and

WHEREAS, the Agency and the Company now desire to amend the Leaseback Agreement for the purpose of extending the term thereof to **December 31, 2034**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The term of the Leaseback Agreement and Memorandum of Leaseback Agreement are hereby deemed to end on December 31, 2034.

2. Section 2.5(b) of the Leaseback Agreement is hereby deleted in its entirety and replaced with the following:

(b) The leasehold estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on **December 31, 2034**, or on such earlier date as may be permitted by Section 8.1 hereof.

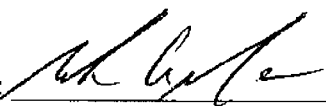
3. Unless otherwise amended pursuant to the terms contained herein, the terms of the Leaseback Agreement shall remain unchanged.

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to Leaseback Agreement
and Memorandum to Leaseback Agreement]

IN WITNESS WHEREOF, the Company and the Agency have caused this First Amendment to Leaseback Agreement to be executed in their respective names, all as of the date first above written.

**GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER**

By: 
Name: Mark Masse
Title: Senior Vice President of Operations

YANCEY'S FANCY, INC.,

By: _____
Name: Brian Bailey
Title: President and CEO

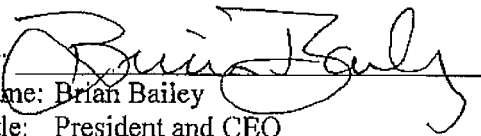
[Signature Page to First Amendment to Leaseback Agreement
and Memorandum to Leaseback Agreement]

IN WITNESS WHEREOF, the Company and the Agency have caused this First Amendment to Leaseback Agreement to be executed in their respective names, all as of the date first above written.

**GENESEE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY D/B/A
GENESEE COUNTY ECONOMIC
DEVELOPMENT CENTER**

By: _____
Name: Mark Masse
Title: Senior Vice President of Operations

YANCEY'S FANCY, INC.,

By: 
Name: Brian Bailey
Title: President and CEO

[Acknowledgment Page to First Amendment to Leaseback Agreement
and Memorandum of Leaseback Agreement]

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.:

On the 13th day of April in the year 2020, before me, the undersigned, personally appeared **MARK MASSE**, 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

AMY C. ABBINK
Notary Public, State of New York
No. 01AB5057993
Qualified in Ontario County
Commission Expires April 1, 2022

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.:

On the _____ day of April in the year 2020, before me, the undersigned, personally appeared **BRIAN BAILEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to First Amendment to Leaseback Agreement
and Memorandum of Leaseback Agreement]

STATE OF NEW YORK)
COUNTY OF GENESEE) SS.:

On the ____ day of April in the year 2020, before me, the undersigned, personally appeared **MARK MASSE**, 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)
COUNTY OF GENESEE) SS.:

On the 1 day of April in the year 2020, before me, the undersigned, personally appeared **BRIAN BAILEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

J. V. PARRINELLO
Notary Public, State of New York
Kane County
Commission Expires March 23, 20 22

SCHEDULE A

Legal Description of Leased Premises

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Pembroke, County of Genesee, State of New York being part of Lot 9, Township 12, Range 4 of The Holland Land Survey bounded and described as follows:

Commencing at a point on the southerly line of N.Y.S. RTE. 5 also known as Old Buffalo Road at its intersection with the westerly line of Brick House Corners Drive as conveyed to the Town of Pembroke and recorded under Liber 877 of Deeds at page 923;

THENCE: S-01°-14'-19"-E, along said westerly line a distance of 209.81 feet to an angle point on said west line of Brick House Corners Drive, being the Point of Beginning;

THENCE: S-15°-15'-23"-E, continuing along said westerly line a distance of 137.54 feet to an angle point;

THENCE: S-74°-44'-37"-W, along a northerly line a distance of 62.00 feet to an angle point;

THENCE: S-15°-15'-23"-E, along a westerly line a distance of 74.00 feet to an angle point;

THENCE: N-74°-44'-37"-E, along a southerly line a distance of 62.00 feet to an angle point;

THENCE: S-15°-15'-23"-E, continuing along said westerly line and a extension of said westerly line a distance of 248.36 feet to an angle point;

THENCE: S-74°-44'-37"-W, a distance of 150.14 feet to a point of curvature;

THENCE Southerly on a curve to the left having a radius of 98.00 feet an arc length of 127.84 feet to a point of tangency;

THENCE: S-00°-00'-00"-W, a distance of 551.78 feet to a point;

THENCE: S-88°-44'-58"-W, a distance of 319.78 feet to a point;

THENCE: N-00°-35'-17"-E, a distance of 1127.83 feet to a point;

THENCE: N-88°-45'-41"-E, a distance of 404.27 feet to the Point or Place of Beginning.

Containing 9.784 more or less acres.