

839 MANAGEMENT LLC

and

839 PROSPECT TOWNHOMES LLC

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT
TO LEASE AGREEMENT

Dated as of January 12, 2022

ADDRESS: 839 Prospect Avenue
HAMLET: Westbury
TOWN: North Hempstead
COUNTY: Nassau
STATE: New York
SECTION: 11
BLOCK: 1
LOT: 45-47

Record and Return to:
Harris Beach PLLC
333 Earle Ovington Blvd
Suite 901
Uniondale, NY 11553
Attn: Andrew Komaromi, Esq.

ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT
TO LEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") dated as of January 12, 2022 (the "Effective Date"), by and among 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 One West Street, 4th floor, Mineola, NY 11501 (the "Agency"), 839 MANAGEMENT LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 146 North Central Avenue, Valley Stream, NY 11580 (the "Assignor"), and 839 PROSPECT TOWNHOMES LLC, a limited liability company duly organized and existing under the laws of the State of New York, having an office at 301A Central Avenue, Lawrence, NY 11559 (the "Company" or "Assignee").

RECITALS:

WHEREAS, the Assignor presented an application for financial assistance (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 a certain parcel of land located at 839 Prospect Avenue, Westbury, Town of North Hempstead, County of Nassau, New York (Section: 11; Block: 1; Lot: 45-47) (the "Land"), (2) the renovation of the existing building (collectively, the "Building") on the Land, together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing to constitute an 18-unit multi-family residential rental facility, a portion of which units 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; (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Assignor or such other entity as may be designated by the Assignor and agreed upon by the Agency; and (D) the sublease thereof to such other person(s) or entity(ies) as may be designated by the Assignor and agreed upon by the Agency; and

WHEREAS, the Assignor received Financial Assistance with respect to the Project Facility from the Agency; and

WHEREAS, the Agency appointed the Assignor as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility and the Agency has subleased the Project Facility to Assignor, all pursuant to the terms and conditions set forth in the Sublease Agreement dated as of December 1, 2017 between the Assignor and the Agency (as amended to date, the "Lease") and the other Transaction Documents (as defined in each of such Lease); and

WHEREAS, pursuant to a notification and consent request letter dated September 29, 2021 (the "Consent Request"), the Assignor and the Assignee (as such term is hereinafter defined) have requested that the Agency consent to (a) the sale and transfer of the Assignor's 100% ownership of the Project Facility to 839 Prospect Townhomes LLC (the "Assignee"), (b) amendment of the

Lease and other Transaction Documents (including the assignment, amendment or restatement of finance mortgages); and (c) the addition of new indemnitor(s), to be determined and accepted by the Nassau County Industrial Agency at its sole discretion, respectively (the “New Indemnitor”), under the Environmental Indemnity (collectively, “Proposed Transaction”); and

WHEREAS, the Assignor and the Assignee have requested that the Agency (i) consent to the assignment by the Assignor of all of its right, title and interest in and to the Project Facility to Assignee, and (ii) amend the Lease in certain respects in connection therewith; and

WHEREAS, the Agency is willing to consent to the transfer by the Assignor of its interests in and to the Project Facility to the Assignee only if the Assignee agrees to be bound by and comply with each of the terms and conditions set forth in the Lease; 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 Assignor, the Assignee 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. ASSIGNMENT AND ASSUMPTION.

SECTION 2.1 Assignment. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title and interest in, to and under the Lease.

SECTION 2.2 Assumption. Assignee hereby accepts the assignment of and assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with as the lessee under the Lease from and after the Effective Date.

SECTION 2.3 Assignor’s Indemnification of Assignee and the Agency. The Assignor shall and does hereby indemnify the Assignee and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignee and the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys’ fees), incurred by the Assignee or the Agency, as the case may be, in connection with the Lease or any other Transaction Document directly based upon or arising out of any breach or alleged breach of the Lease or any other Transaction Document by the Assignor occurring or alleged to have occurred before the Effective Date.

SECTION 2.4 Assignee’s Indemnification of Assignor and the Agency. The Assignee shall and does hereby indemnify the Assignor and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignor and the

Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Assignor or the Agency, as the case may be, in connection with the Lease or any other Transaction Document based upon or arising out of any breach or alleged breach of the Lease or any other Transaction Document by the Assignee occurring or alleged to have occurred on or after the Effective Date.

SECTION 2.5 Consent to Assignment. The Agency hereby consents to the foregoing assignment and assumption pursuant to Sections 9.1 and 9.3 of the Lease and acknowledges that all requirements of Sections 9.1 and 9.3 of the Lease have been complied with or compliance has been waived by the Agency. The parties agree that any provisions of the Lease prohibiting or restricting the assignment and assumption contemplated hereby shall be deemed complied with for this transaction only, but continue to apply to any future assignment, assumption or transfer by the Assignee.

SECTION 2.6 Limited Release of Assignor. Effective from and after the Effective Date, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Project Facility, including, without limitation, its obligations, liabilities and duties arising under the Lease, the PILOT Agreement and the other Transaction Documents, except that the Assignor is not hereby released from any obligations, liabilities or duties under the Lease, the PILOT Agreement or any other Transaction Document arising prior to the Effective Date (collectively, the "Prior Obligations"), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold the Agency harmless under the Lease, the PILOT Agreement and the other Transaction Documents with respect to the Prior Obligations and irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

SECTION 3. AMENDMENTS.

SECTION 3.1 Effective as of the Effective Date, the Lease is amended to delete the defined term "Company" from the first paragraph of page 1 and replace it with the following:

"839 Prospect Townhomes LLC, a limited liability company duly organized and existing under the laws of the State of New York as a domestic limited liability company, having an office at 301A Central Avenue, Lawrence, NY 11559."

SECTION 3.2 Effective as of the Effective Date, Article I of the Lease is amended by deleting the defined term "Bank Mortgage" and replacing it with the following:

"'Bank Mortgage' or 'Bank Mortgages' means one (1) or more fee, leasehold and subleasehold mortgages in favor of a Bank in the maximum aggregate principal amount of the Bank Loan (together with any additional mortgages hereafter securing the Bank Loan, as the same may be renewed, extended, modified, amended, supplemented, split, consolidated or restated from time to time), which Bank Mortgage the Agency has executed for the sole purpose of subjecting to the lien thereof its interest in the Premises, and

pursuant to which Bank Mortgage the Company and the Agency grant to the Bank a mortgage lien in the Project Facility.”

SECTION 3.3 Effective as of the Effective Date, Article I of the Lease is amended by deleting the defined term “Environmental Indemnification” and replacing it with the following:

“‘Environmental Indemnification’ means, individually or collectively, as the context may require: (i) the Environmental Compliance and Indemnification Agreement dated as of December 1, 2017 by 839 MANAGEMENT LLC in favor of the Agency; (ii) the Ratification, Reaffirmation and Termination of Environmental Compliance and Indemnification Agreement dated as of January 12, 2022 by 839 MANAGEMENT LLC in favor of the Agency; and (iii) the Environmental Compliance and Indemnification Agreement dated as of January 12, 2022, by Hashkaot LLC and the Company in favor of the Agency.”

SECTION 3.4 Effective as of the Effective Date, Article I of the Lease is amended by adding the defined term “Guarantor” as follows:

“‘Guarantor’ means Hashkaot LLC, a Virginia limited liability company authorized to do business in the State of New York having an address at 301A Central Avenue, Lawrence, NY 11559, and Daniel Goldstein, a natural person having an address c/o 839 Prospect Townhouse LLC, 301A Central Avenue, Lawrence, NY 11559.”

SECTION 3.5 Effective as of the Effective Date, Article I of the Lease is amended by adding the defined term “Guaranty” as follows:

“‘Guaranty’ means the Guaranty dated as of January 12, 2022 by the Guarantor in favor of the Agency.”

SECTION 3.6 Effective as of the Effective Date, Article I of the Lease is amended by adding the defined term “Manager” as follows:

“‘Manager’ means Daniel Goldstein, a natural person having an address c/o 839 Prospect Townhouse LLC, 301A Central Avenue, Lawrence, NY 11559.”

SECTION 3.7 Effective as of the Effective Date, Section 2.2(R) of the Lease is hereby amended and restated in its entirety to read as follows:

“(R) Unless the Company has transferred the Project as permitted under Article IX or Article XII of this Lease, a controlling interest in the Company is, and shall at all times during the term of this Lease, continue to be owned, directly or indirectly, solely by Manager. Manager is, and shall at all times during the term of this Lease, continue to be Daniel Goldstein, a natural person having an address c/o 839 Prospect Townhouse LLC, 301A Central Avenue, Lawrence, NY 11559. Notwithstanding the foregoing, the Manager may transfer membership interests in the Company, so long as (1) Manager continues to own, directly or indirectly, at least fifty-one percent (51%) of the voting membership interests in the Company, and (2) Manager continues to control the Company and manage

the Project Facility. The provisions of this Section 2.2(R) shall not apply from and after the date of any foreclosure (or the granting of a deed in lieu of foreclosure) of a Bank Mortgage, subject to the provisions of Section 12.19 of this Lease.”

SECTION 3.8 Effective as of the Effective Date, Section 10.1(A)(7) of the Lease is hereby amended and restated in its entirety to read as follows:

“(7) Except for transfers expressly permitted by this Lease, if any majority interest in the Company, whether in one transaction or through a series of transactions, shall be sold, assigned, transferred, conveyed, mortgaged, pledged, hypothecated or alienated, without the prior written consent of the Agency, which consent may be withheld in the Agency’s absolute discretion, except as expressly permitted pursuant to Section 2.2(R) of this Lease. The provisions of this subsection (7) shall not apply from and after the date of any foreclosure (or the granting of a deed in lieu of foreclosure) of a Bank Mortgage, subject to the provisions of Section 12.19 of this Lease.”

SECTION 3.9 Effective as of the Effective Date, Section 10.1(A)(15) of the Lease is hereby amended and restated in its entirety to read as follows:

“(15) Except for transfers permitted under Article IX or Article XII of this Lease, if the Manager ceases to have day-to-day control of the management and operations of the Company for any reason. The provisions of this subsection (15) shall not apply from and after the date of any foreclosure (or the granting of a deed in lieu of foreclosure) of a Bank Mortgage, subject to the provisions of Section 12.19 of this Lease.”

SECTION 3.10 Effective as of the Effective Date, Subsection (B) of Section 12.1 of the Lease is hereby amended and restated in its entirety to read as follows:

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

839 Prospect Townhomes LLC
301A Central Avenue
Lawrence, NY 11559
Attn: Daniel Goldstein

WITH A COPY TO:

Law Office of David C. Goldstein
301A Central Avenue
Lawrence, NY 11559

IF TO THE AGENCY:

Nassau County Industrial Development Agency
One West Street, 4th floor
Mineola, NY 11501

Attn: Executive Director

WITH A COPY TO:

Harris Beach PLLC
333 Earle Ovington Blvd
Suite 901
Uniondale, NY 11553
Attn: Andrew Komaromi, Esq.”

SECTION 4. CONDITIONS.

SECTION 4.1 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 Assignor, the Assignee and the Agency of an original or counterpart originals of this Amendment;

(B) the Assignor and the Assignee shall execute and/or 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 Assignee shall pay all fees and expenses (including the Agency's consent fee and all attorneys' fees and expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated herein.

SECTION 5. MISCELLANEOUS.

SECTION 5.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Assignor contained in the Transaction Documents, except as expressly modified hereby, are hereby adopted, ratified and confirmed by the Assignee 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 Assignee 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 Assignee, enforceable against the Assignee in accordance with its terms.

(C) The Assignor 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 Assignor, enforceable against the Assignor in accordance with its terms.

(D) The Assignor represents and warrants to the Agency that no Event of Default specified in any of the Transaction Documents has occurred and, to its actual knowledge after diligent inquiry, no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

SECTION 5.2 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 reasonably satisfactory in form and substance to the Agency.

SECTION 5.3 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 5.4 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 reference to the "Lease" 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 5.5 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 5.6 Successors and Assigns. The Assignor, the Assignee and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

SECTION 5.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Assignor, the Assignee 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 5.8 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 5.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Front Street Lease, the terms and provisions of this Amendment shall govern.

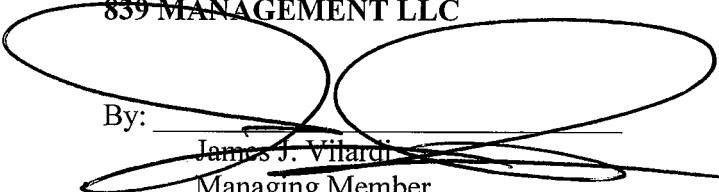
SECTION 5.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions

contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

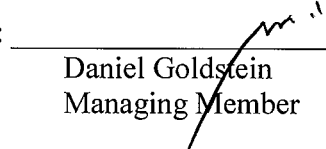
IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor:

~~839 MANAGEMENT LLC~~
By: 
James J. Vitardi
Managing Member


Assignee:

839 PROSPECT TOWNHOMES LLC
BY: HASHKAOT LLC, AS ITS MANAGING MEMBER

By: 
Daniel Goldstein
Managing Member

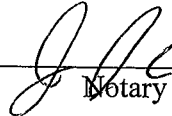
Agency:

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Harry Coghlan
Chief Executive Officer/Executive Director

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

On the ___ day of January, 2022, before me, the undersigned, personally appeared **James J. Vilardi**, 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.

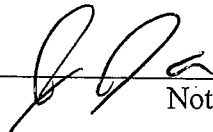


Notary Public

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP. MARCH 12, 20 29

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

On the 4th day of January, 2022, before me, the undersigned, personally appeared **Daniel Goldstein**, 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.

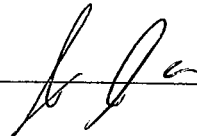


Notary Public

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP. MARCH 12, 20 29

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

On the 6th day of January, 2022, before me, the undersigned, personally appeared **Harry Coghlan**, 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

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP. MARCH 12, 20 29

(Acknowledgment Page to Assignment of Lease)

SCHEDULE A

SCHEDULE A

DESCRIPTION OF THE LAND

All that certain plot, piece or parcel of land situated, lying and being at Westbury, Town of North Hempstead, County of Nassau and State of New York, known and described as part of lots 5 through 10 inclusive in block 1 on a certain map entitled, "2nd Map of the City of New Cassel, Queens County, L.I, NY, surveyed August 1891 by H.E. Hawxhurst, surveyor", and filed in the Office of the Clerk of the County of Queens 4/22/1892 as Map #256, subsequently filed in the Office of the Clerk of the County of Nassau as Map #3, Case#14, which said parts of lots when taken together are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Grand Street with the northerly side of Prospect Avenue;

RUNNING THENCE easterly along the northerly side of Prospect Avenue, 150 feet;

RUNNING THENCE northerly parallel to the easterly side of Grand Street, 87.12 feet (deed) 87.10 feet (survey);

RUNNING THENCE westerly parallel to the northerly side of Prospect Avenue, 150 feet to the easterly side of Grand Street;

RUNNING THENCE southerly along the easterly side of Grand Street, 87.12 feet (deed) 87.10 feet (survey) to the corner first mentioned above, at the point or place of BEGINNING.

839 MANAGEMENT LLC

and

839 PROSPECT TOWNHOMES LLC

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE AGREEMENT

Dated as of January 12, 2022

ADDRESS: 839 Prospect Avenue
HAMLET: Westbury
TOWN: North Hempstead
COUNTY: Nassau
STATE: New York
SECTION: 11
BLOCK: 1
LOT: 45-47

Record and Return to:

Harris Beach PLLC
333 Earle Ovington Blvd
Suite 901
Uniondale, NY 11553
Attn: Andrew Komaromi, Esq.

**ASSIGNMENT AND ASSUMPTION OF
COMPANY LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF COMPANY LEASE AGREEMENT (this "Assignment Agreement") dated as of January 12, 2022 (the "Effective Date"), by and among 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 One West Street, 4th floor, Mineola, NY 11501 (the "Agency"), 839 MANAGEMENT LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 146 North Central Avenue, Valley Stream, NY 11580 (the "Assignor"), and 839 PROSPECT TOWNHOMES LLC, a limited liability company duly organized and existing under the laws of the State of New York, having an office at 301A Central Avenue, Lawrence, NY 11559 (the "Company" or "Assignee").

RECITALS:

WHEREAS, the Assignor presented an application for financial assistance (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 a certain parcel of land located at 839 Prospect Avenue, Westbury, Town of North Hempstead, County of Nassau, New York (Section: 11; Block: 1; Lot: 45-47) (the "Land"), (2) the renovation of the existing building (collectively, the "Building") on the Land, together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing to constitute an 18-unit multi-family residential rental facility, a portion of which units 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; (C) the lease (with an obligation to purchase), 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 (D) the sublease thereof to such other person(s) or entity(ies) as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Assignor received Financial Assistance with respect to the Project Facility from the Agency; and

WHEREAS, the Assignor leased the Project Facility to the Agency pursuant to the terms and conditions set forth in the Company Lease Agreement dated as of December 1, 2017 between the Assignor, as lessor, and the Agency, as lessee (the "Company Lease"); and

WHEREAS, a memorandum of the Company Lease Agreement was recorded in the Nassau County Clerk's Office on February 22, 2018 in Liber 13623, at Page 895; and

WHEREAS, the Agency appointed the Assignor as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and the Agency subleased the Project Facility to the Assignor, all pursuant to the terms and conditions set forth in a certain Sublease Agreement dated as of December 1, 2017 between the Assignor and the Agency

relating to the Project Facility (as otherwise amended, modified, supplemented or restated from time to time, and collectively, the “Lease”) and the other Transaction Documents (as defined in the Lease); and

WHEREAS, pursuant to a notification and consent request letter dated September 29, 2021 (the “Consent Request”), the Assignor and the Assignee (as such term is hereinafter defined) have requested that the Agency consent to (a) the sale and transfer of the Assignor’s 100% ownership of the Project Facility to 839 Prospect Townhomes LLC (the “Assignee”), (b) amendment of the Lease and other Transaction Documents (including the assignment, amendment or restatement of finance mortgages); and (c) the addition of new indemnitor(s), to be determined and accepted by the Nassau County Industrial Agency at its sole discretion, respectively (the “New Indemnitor”), under the Environmental Indemnity (collectively, “Proposed Transaction”); and

WHEREAS, the Assignor and the Assignee have requested that the Agency (i) consent to the assignment by the Assignor of all of its right, title and interest in and to the Project Facility to Assignee, and (ii) amend the Lease in certain respects in connection therewith; and

WHEREAS, the Agency is willing to consent to the assignment of the Assignor’s interest in the Company Lease to the Assignee only if the Assignee agrees to be bound by and comply with each of the terms and conditions set forth in the Company Lease; 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 Assignor, the Assignee and the Agency mutually covenant, warrant and agree as follows.

1. Assignment. The Assignor hereby assigns, conveys and transfers to the Assignee all of the Assignor’s right, title and interest in, to and under the Company Lease.

2. Assumption. The Assignee accepts the assignment and hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with as the lessor under the Company Lease from and after the Effective Date.

3. The Assignee’s Indemnification of the Assignor and Agency. The Assignee shall and does hereby indemnify the Assignor and the Agency against, and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignor and the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including without limitation, reasonable attorneys’ fees), incurred by the Assignor or the Agency, as the case may be, in connection with the Company Lease based upon or arising out of any breach or alleged breach of the Company Lease by the Assignor occurring or alleged to have occurred on or after the Effective Date.

4. The Assignor’s Indemnification of the Assignee and Agency. The Assignor shall and does hereby indemnify the Assignee and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignee and the Agency

harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Assignee or the Agency, as the case may be, in connection with the Company Lease directly based upon or arising out of any breach or alleged breach of the Company Lease by the Assignor occurring or alleged to have occurred before the Effective Date.

5. Consent to Assignment. The Agency hereby consents to the foregoing assignment and assumption of the Company Lease and acknowledges that all requirements of the Company Lease with respect to the assignment thereof have been complied with or compliance has been waived by the Agency. The parties agree that any provisions of the Company Lease prohibiting or restricting the assignment and assumption contemplated hereby shall be deemed waived for this transaction only, but shall continue to apply to any future assignment, assumption or transfer by the Assignee.

6. Representations, Covenants and Warranties. All terms, conditions, covenants, representations and warranties of the Assignor contained in the Company Lease, except as expressly modified hereby, are hereby adopted, ratified and confirmed by the Assignee as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Assignment Agreement.

7. Governing Law. This Assignment Agreement, 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.

8. Successors and Assigns. The Assignor, the Company and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties. This Assignment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

9. Counterparts. This Assignment Agreement may be executed in any number of counterparts and by the Assignor, 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 Assignment Agreement.

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

11. Conflicting Provisions. In the event of any conflict in the terms and provisions of this Assignment Agreement and the terms and provisions of the Company Lease, the terms and provisions of this Assignment Agreement shall govern.

12. Entire Agreement. This Assignment Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby

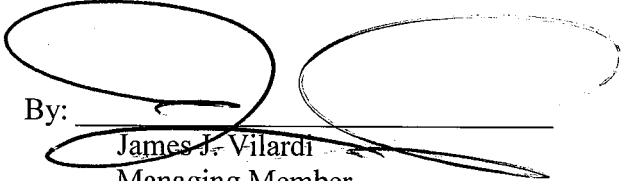
and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, this Assignment and Assumption of Company Lease Agreement has been duly executed by the parties hereto as of the day and year first above written.

Assignor:

839 MANAGEMENT LLC

By: 
James J. Vilardi
Managing Member

Assignee:

839 PROSPECT TOWNHOMES LLC

BY: HASHKAOT LLC, AS ITS MANAGING MEMBER

By: 
Daniel Goldstein
Managing Member

Agency:

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Harry Coghlan
Executive Director

(Signature Page to Assignment of Company Lease)

STATE OF NEW YORK)

)SS.:

COUNTY OF)

On the ___ day of January, 2022, before me, the undersigned, personally appeared **James J. Vilardi**, 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 Nassau)

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP MARCH 12, 2024

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP MARCH 12, 2024

On the 4th day of January, 2022, before me, the undersigned, personally appeared **Daniel Goldstein**, 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 NASSAU)

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP MARCH 12, 2024

On the ___ day of January, 2022, before me, the undersigned, personally appeared **Harry Coghlan**, 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

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256008
COMM. EXP MARCH 12, 2024

(Acknowledgment Page to Assignment of Company Lease)

SCHEDULE A

See Attached

SCHEDULE A

DESCRIPTION OF THE LAND

All that certain plot, piece or parcel of land situated, lying and being at Westbury, Town of North Hempstead, County of Nassau and State of New York, known and described as part of lots 5 through 10 inclusive in block 1 on a certain map entitled, "2nd Map of the City of New Cassel, Queens County, L.I, NY, surveyed August 1891 by H.E. Hawxhurst, surveyor", and filed in the Office of the Clerk of the County of Queens 4/22/1892 as Map #256, subsequently filed in the Office of the Clerk of the County of Nassau as Map #3, Case#14, which said parts of lots when taken together are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Grand Street with the northerly side of Prospect Avenue;

RUNNING THENCE easterly along the northerly side of Prospect Avenue, 150 feet;

RUNNING THENCE northerly parallel to the easterly side of Grand Street, 87.12 feet (deed) 87.10 feet (survey);

RUNNING THENCE westerly parallel to the northerly side of Prospect Avenue, 150 feet to the easterly side of Grand Street;

RUNNING THENCE southerly along the easterly side of Grand Street, 87.12 feet (deed) 87.10 feet (survey) to the corner first mentioned above, at the point or place of BEGINNING.