

**PAYMENT IN LIEU OF TAXES AGREEMENT**

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of February 1, 2019, by and between SYOSSET PROPERTY PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of Florida and qualified to do business in the State of New York as a foreign limited liability company (the "Company"), and the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease (as hereinafter defined).

W I T N E S S E T H

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act, as amended from time to time, being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency, which has been created and established pursuant to the Act for the benefit of the County of Nassau and its residents, proposes to undertake the Project described below; and

WHEREAS, the Agency on behalf of the Company intends to (i) lease certain land known as 425 Underhill Boulevard, Syosset, Town of Oyster Bay, Nassau County, NY and more particularly described on Schedule A hereto (the "Land"); (ii) undertake certain renovations and improvements on the Land (the "Improvements"); and (iii) acquire an interest in the equipment more particularly described in Schedule B to the Lease (the "Equipment") (acquisition of the Land and the acquisition, renovation, construction and installation of the Improvements and Equipment are collectively hereinafter referred to as the "Project"); and

WHEREAS, the Company is or will be the owner of a fee simple interest in the Land and the Improvements (collectively, the "Facility"); and



WHEREAS, the Agency is undertaking the Project as an authorized project under the Act and leases the interest of the Agency to the Company pursuant to a Lease Agreement dated as of February 1, 2019 between the Agency, as lessor, and the Company, as lessee (as amended, modified, supplemented or restated from time to time, the "Lease"), for sublease to Southern Glazer's Wine and Spirits of New York, LLC, an affiliate of the Company, as sublessee; and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the "RPTL"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control; and

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

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

Section 1. Tax-Exempt Status of Facility.

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

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

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of New York and Section 412-a of the RPTL does not entitle the Agency to exemption from special assessments and



special ad valorem levies. Pursuant to the Lease, the Company will be required to pay all special assessments and special ad valorem levies levied and/or assessed against the Facility.

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

## Section 2. Payments.

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

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the tenth (10th) fiscal tax year thereafter (such date, the "PILOT Expiration Date"), the Company shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility (collectively, the "PILOT Payments") as follows:

(a) for the fiscal tax year commencing on the PILOT Commencement Date, \$355,043.00 (2019/2020 School Tax Year; 2020 General Tax Year);

(b) for the fiscal tax year commencing on the 1<sup>st</sup> anniversary of the PILOT Commencement Date, \$355,043.00 (2020/2021 School Tax Year; 2021 General Tax Year);

(c) for the fiscal tax year commencing on the 2<sup>nd</sup> anniversary of the PILOT Commencement Date, \$355,043.00 (2021/2022 School Tax Year; 2022 General Tax Year);

(d) for the fiscal tax year commencing on the 3<sup>rd</sup> anniversary of the PILOT Commencement Date, \$361,575.00 (2022/2023 School Tax Year; 2023 General Tax Year);

(e) for the fiscal tax year commencing on the 4<sup>th</sup> anniversary of the PILOT Commencement Date, \$368,228.00 (2023/2024 School Tax Year; 2024 General Tax Year);



(f) for the fiscal tax year commencing on the 5<sup>th</sup> anniversary of the PILOT Commencement Date, \$375,004.00 (2024/2025 School Tax Year; 2025 General Tax Year);

(g) for the fiscal tax year commencing on the 6<sup>th</sup> anniversary of the PILOT Commencement Date, \$381,904.00 (2025/2026 School Tax Year; 2026 General Tax Year);

(h) for the fiscal tax year commencing on the 7<sup>th</sup> anniversary of the PILOT Commencement Date, \$388,931.00 (2026/2027 School Tax Year; 2027 General Tax Year);

(i) for the fiscal tax year commencing on the 8<sup>th</sup> anniversary of the PILOT Commencement Date, \$396,087.00 (2027/2028 School Tax Year; 2028 General Tax Year); and

(j) for the fiscal tax year commencing on the 9<sup>th</sup> anniversary of the PILOT Commencement Date, \$403,375.00 (2028/2029 School Tax Year; 2029 General Tax Year).

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

“PILOT Obligation” or “PILOT Obligations”, as the context may require, shall mean all amounts required to be paid by the Company under this Agreement, including, without limitation, those amounts set forth in Sections 2.A and 2.B hereof.

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



C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the "Treasurer"), One West Street, Mineola, NY 11501, or at such other address as the Treasurer may notify the Company of in writing.

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

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

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

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Company shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any) in two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligation and October 1 and April 1 for the School Tax portion of the PILOT Obligation, as applicable, of each year of the term of the Lease or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease.

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

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

Section 3. Effective Date; Duration of Agreement. This Agreement shall become effective upon the execution and delivery of the Lease and this Agreement by both the Company and the Agency and the execution and delivery of the deed from the Company to the Agency and shall



continue in effect until the earlier of: (i) the termination of this Agreement pursuant to the terms of the Lease or of this Agreement, or (ii) the date on which title to the Facility is conveyed to the Company by the Agency pursuant to the Lease or this Agreement and has been placed back on the tax rolls as taxable property.

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

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

B. Failure by the Company to comply with or perform any provision of this Agreement or any other agreement between the Agency and the Company related to the 2006 Project Facility or Project Facility (or any portion thereof), as that term is defined in the Lease, other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice thereof from the Agency or, if such default is capable of being cured but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure such default within such thirty (30) day period and to prosecute such cure to completion, provided in no event shall such cure period exceed ninety (90) days.

C. Default in the terms of the Lease or that certain Amended and Restated Lease Agreement, dated February 1, 2019, relating to the 2006 Project Facility (the "Amended and Restated Lease Agreement") or any other agreement between the Agency and the Company (beyond any applicable grace or notice period).

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

Upon the occurrence and continuance of an Event of Default hereunder, the Company shall be required to make PILOT Payments as if the Facility were owned by the Company, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility is located.

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

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



Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

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

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

In the event that title to the Facility is conveyed to the Company or any other party prior to expiration of the term of the Lease, this Agreement shall become null and void and any remaining tax abatement hereunder shall be canceled.

Section 5. Additional Facilities. If any structural additions shall be made to the buildings or other improvements included in the Facility subsequent to the Completion Date, or if any additional buildings or improvements shall be constructed on the Land (such structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Company agrees to increase its PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments that would have been payable on such increase if this Agreement were not in effect.

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



Section 7. Waiver of Tax Exemption. The Company, in recognition of the benefits provided under this Agreement, and for so long as the Lease is in effect, hereby expressly waives any rights it may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Facility. The Company, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waives the right to institute judicial or other review of an assessment of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time, with respect to any fiscal tax year from and after the PILOT Commencement Date. Notwithstanding the foregoing, during the final three (3) years of the term of this Agreement, the Company shall have the right to institute judicial or other review of the assessed value of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the PILOT Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Taxing Entity as taxable real property but shall have no effect on this Agreement or the tax-exempt status of the Facility during the term of this Agreement. In addition, the Company hereby represents and warrants that it has stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof.

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

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

Section 10. No Waiver. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any and all of the Company's obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any check or payments as made



without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

Section 11. Notices.

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

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

IF TO THE COMPANY:

Syosset Property Partners, LLC  
1600 N.W. 163rd Street  
Miami, Florida 33169  
Attn: Wayne E. Chaplin

WITH A COPY TO:

Forchelli Deegan Terrana LLP  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11553  
Attn: Daniel P. Deegan, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency  
One West Street  
Mineola, New York 11501  
Attn: Executive Director

WITH A COPY TO:

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

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



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

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

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

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

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

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

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

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

A. The Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as the Lease shall be in effect. If for any reason the Company should cease to be so subject to service of process in the State of New York, the Company hereby designates and appoints, without power of revocation, Daniel P. Deegan, Esq., Forchelli Deegan Terrana LLP, 333 Earle Ovington Blvd., Suite 1010, Uniondale, New York



11553 and his successor(s) as its agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of the Company upon whom may be served all process, pleadings, notices or other papers which may be served upon the Company as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Company's obligations hereunder.

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

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

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

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

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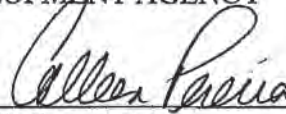


[Signature Page to PILOT Agreement – 425 Underhill]

IN WITNESS WHEREOF, the Agency and the Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:



Colleen Pereira  
Administrative Director

SYOSSET PROPERTY PARTNERS, LLC

By:

Steven R. Becker  
Manager



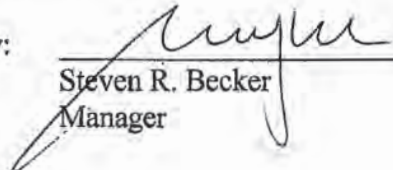
[Signature Page to PILOT Agreement – 425 Underhill]

IN WITNESS WHEREOF, the Agency and the Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Colleen Pereira  
Administrative Director

SYOSSET PROPERTY PARTNERS, LLC

By:  \_\_\_\_\_  
Steven R. Becker  
Manager



[Acknowledgment Page to PILOT Agreement – 425 Underhill]

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

On the 19<sup>th</sup> day of February, 2019 before me, the undersigned, personally appeared Colleen Pereira, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

Patricia A. Mascioli  
Notary Public

PATRICIA A. MASCIOLI  
Notary Public, State of New York  
Qualified in Nassau County  
No. 01MA8300379  
My Commission Expires March 31, 2022

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

On the \_\_\_ day of February, in the year 2019, before me, the undersigned, personally appeared **Steven R. Becker**, 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(ies), and that by his signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_\_\_ and State of Florida.

*(add the city or political subdivision –and- the state or country or other place the acknowledgement was taken).*

\_\_\_\_\_  
Notary Public



[Acknowledgment Page to PILOT Agreement – 425 Underhill]

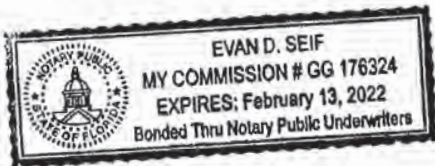
STATE OF NEW YORK )  
 )SS.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of February, 2019 before me, the undersigned, personally appeared Colleen Pereira, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

On the 15<sup>th</sup> day of February, in the year 2019, before me, the undersigned, personally appeared **Steven R. Becker**, 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(ies), and that by his signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Miami and State of Florida.  
*(add the city or political subdivision -and- the state or country or other place the acknowledgement was taken).*



[Signature]  
Notary Public



**EXHIBIT A**

Description of the Land

See Attached



REAL PROPERTY DESCRIPTION DESCRIBED BELOW

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT SYOSSET, IN THE TOWN OF OYSTER BAY, COUNTY OF NASSAU, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD, DISTANT 2,443.63 FEET NORTHEASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD WITH THE NORTHERLY SIDE OF JERICHO TURNPIKE, AS MEASURED ALONG THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD AND WHICH POINT OF BEGINNING INTERSECTS WITH THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF HANA REALTY CORP.;



RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY LINE OF LAND NOW OR FORMERLY OF HANA REALTY CORP., SOUTH 48° 55' 38" EAST, 571.91 FEET (571.90 FEET SURVEY) TO THE NORTHERLY SIDE OF LAND OF LONG ISLAND RAILROAD;

RUNNING THENCE ALONG SAID NORTHERLY SIDE OF LAND OF THE LONG ISLAND RAILROAD, SOUTH 41° 02' 33" WEST, 294.13 FEET;

RUNNING THENCE NORTH 48° 57' 27" WEST, 563.09 FEET TO THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD;

THENCE ALONG THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD, NORTH 39° 19' 45" EAST, 294.56 FEET TO LAND OF HANA REALTY CORP., THE POINT OR PLACE OF BEGINNING.

For Information: District Section 15 Block 169 Lot 12

**AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT**

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of February 1, 2019, by and between SYOSSET PROPERTY PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of Florida and qualified to do business in the State of New York as a foreign limited liability company (the "Company"), and the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease (as hereinafter defined).

W I T N E S S E T H

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act, as amended from time to time, being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency, which has been created and established pursuant to the Act for the benefit of the County of Nassau and its residents, proposes to undertake the Project described below; and

WHEREAS, the Agency on behalf of the Company has (i) acquired fee simple title to certain land known as 313, 323, 325, and 345 Underhill Boulevard, Syosset, Town of Oyster Bay, Nassau County, NY and more particularly described on Schedule A hereto (the "Land"); (ii) undertaken certain renovations and improvements on the Land (the "Improvements"); and (iii) acquired the equipment more particularly described in Schedule B to the Lease (the "Equipment") (the acquisition of the Land and the acquisition, renovation, construction and installation of the Improvements and Equipment are collectively hereinafter referred to as the "Project"); and

WHEREAS, the Agency is or will be the owner of a fee simple interest in the Land and the Improvements (collectively, the "Facility"); and



WHEREAS, the Agency has leased the Project to the Company pursuant to the terms and conditions set forth in that certain Lease Agreement, dated September 1, 2006, as most recently amended and restated by that certain Amended and Restated Lease Agreement, dated as of February 1, 2019, between the Company and the Agency (the "Lease") and the other Transaction Documents (as defined in the Lease), for sublease to Southern Glazer's Wine and Spirits of New York, LLC and SGWS Warehousing, LLC, each an affiliate of the Company, as sublessees; and

WHEREAS, the Agency and the Company are parties to that certain Payment in Lieu of Taxes Agreement, dated as of June 1, 2008 (the "2008 PILOT Agreement"), with respect to the Project; and

WHEREAS, pursuant to an application for additional financial assistance, dated November 1, 2018 (as amended, the "Application"), the Company and Southern Glazer's Wine and Spirits, LLC, a limited liability company organized and existing under the laws of the State of Delaware, or any parent entity, affiliate, or entity formed or to be formed on its behalf ("Southern" and together with the Company, collectively, the "Applicant"), requested that the Agency consider undertaking an additional project (the "2018 Project") consisting of the following: (A) (1) the acquisition of an interest in an approximately 3.76 acre parcel of land located at 425 Underhill Boulevard, Syosset, Town of Oyster Bay, Nassau County, New York (Section: 15; Block: 169; Lot: 12) (the "New Land"), (2) the renovation of an approximately 80,000 square foot existing building (the "New Building") and other related improvements to the New Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment (the "New Equipment" and together with the New Land and the New Building, collectively, the "2018 Project Facility"); (4) retention of the 2006 Project Facility (the "2018 Retention" and together with the 2018 Project Facility, collectively the "New Project Facility"); (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes related to the 2018 Project Facility and extending the 2008 PILOT Agreement for another ten (10) year term (collectively, the "Additional Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the New Project Facility to the Applicant or such other entity as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, in order to induce the Company to undertake the 2018 Project, the Agency is willing to amend and restate the 2008 PILOT Agreement pursuant to this Agreement (as amended, modified, supplemented, or restated from time to time); and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the "RPTL"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control; and

WHEREAS, the payment and performance of the Company's obligations under this Agreement shall be secured by an amended and restated Mortgage and Assignment of Leases and Rents dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Company and the Agency, as mortgagor, to the County of Nassau



(the "PILOT Mortgage"), its successors and assigns, as mortgagee, pursuant to which the Agency and the Company grant a first mortgage lien on the Facility;

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

Section 1. Tax-Exempt Status of Facility.

A. Application. (1) The Company shall complete, and the Agency shall file, an application for tax exemption pursuant to Section 412-a of the RPTL (the "Application"). The Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County"), the Town of Oyster Bay, and each school district within which the Facility is located (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the "Taxing Entities" and each individually as a "Taxing Entity"). The Facility shall not be entitled to exempt status on the tax rolls of any Taxing Entity until the beginning of the first fiscal tax year of such Taxing Entity following the first taxable status date of such Taxing Entity occurring subsequent to the last to occur of: (i) the Agency becoming the owner of record of the Facility, (ii) the filing by the Agency of the appropriate Application for tax exemption, and (iii) the acceptance of such Application by the appropriate tax assessor(s), which occurred before the 2009/2010 School Tax and 2010 General Tax Years (such date, the "PILOT Commencement Date").

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

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of New York and Section 412-a of the RPTL does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease, the Company will be required to pay all special assessments and special ad valorem levies levied and/or assessed against the Facility.

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

Section 2. Payments.



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

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the twentieth (20th) fiscal tax year thereafter (such date, the "PILOT Expiration Date"), the Company shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility (collectively, the "PILOT Payments") as follows:

(a) for the fiscal tax year commencing on the PILOT Commencement Date, \$1,267,451.00 (2009/2010 School Tax Year; 2010 General Tax Year);

(b) for the fiscal tax year commencing on the 1<sup>st</sup> anniversary of the PILOT Commencement Date, \$1,267,451.00 (2010/2011 School Tax Year; 2011 General Tax Year);

(c) for the fiscal tax year commencing on the 2<sup>nd</sup> anniversary of the PILOT Commencement Date, \$1,267,451.00 (2011/2012 School Tax Year; 2012 General Tax Year);

(d) for the fiscal tax year commencing on the 3<sup>rd</sup> anniversary of the PILOT Commencement Date, \$1,498,670.00 (2012/2013 School Tax Year; 2013 General Tax Year);

(e) for the fiscal tax year commencing on the 4<sup>th</sup> anniversary of the PILOT Commencement Date, \$1,593,378.00 (2013/2014 School Tax Year; 2014 General Tax Year);

(f) for the fiscal tax year commencing on the 5<sup>th</sup> anniversary of the PILOT Commencement Date, \$1,692,419.00 (2014/2015 School Tax Year; 2015 General Tax Year);

(g) for the fiscal tax year commencing on the 6<sup>th</sup> anniversary of the PILOT Commencement Date, \$1,830,838.00 (2015/2016 School Tax Year; 2016 General Tax Year);

(h) for the fiscal tax year commencing on the 7<sup>th</sup> anniversary of the PILOT Commencement Date, \$1,978,878.00 (2016/2017 School Tax Year; 2017 General Tax Year);

(i) for the fiscal tax year commencing on the 8<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,137,137.00 (2017/2018 School Tax Year; 2018 General Tax Year);

(j) for the fiscal tax year commencing on the 9<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,306,275.00 (2018/2019 School Tax Year; 2019 General Tax Year);

(k) for the fiscal tax year commencing on the 10<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,306,275.00 (2019/2020 School Tax Year; 2020 General Tax Year);

(l) for the fiscal tax year commencing on the 11<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,306,275.00 (2020/2021 School Tax Year; 2021 General Tax Year);

(m) for the fiscal tax year commencing on the 12<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,306,275.00 (2021/2022 School Tax Year; 2022 General Tax Year);

(n) for the fiscal tax year commencing on the 13<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,348,710.00 (2022/2023 School Tax Year; 2023 General Tax Year);

(o) for the fiscal tax year commencing on the 14<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,391,927.00 (2023/2024 School Tax Year; 2024 General Tax Year);

(p) for the fiscal tax year commencing on the 15<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,435,938.00 (2024/2025 School Tax Year; 2025 General Tax Year);

(q) for the fiscal tax year commencing on the 16<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,480,759.00 (2025/2026 School Tax Year; 2026 General Tax Year);

(r) for the fiscal tax year commencing on the 17<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,526,405.00 (2026/2027 School Tax Year; 2027 General Tax Year);

(s) for the fiscal tax year commencing on the 18<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,572,891.00 (2027/2028 School Tax Year; 2028 General Tax Year); and

(t) for the fiscal tax year commencing on the 19<sup>th</sup> anniversary of the PILOT Commencement Date, \$2,620,232.00 (2028/2029 School Tax Year; 2029 General Tax Year).

(2) From and after the PILOT Expiration Date and until fee title to the Facility is conveyed to the Company pursuant to the terms of the Lease and the Facility has been returned to the tax rolls as taxable property, the Company shall make PILOT Payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been



levied and/or assessed against the Facility if the Facility were owned by the Company and the Agency were not otherwise involved in the Project. **For the avoidance of doubt, the PILOT Expiration Date is December 31, 2029 since the PILOT Payment owed for the present fiscal year is \$2,306,275.00 (2018/2019 School Tax Year; 2019 General Tax Year).**

“PILOT Obligation” or the “PILOT Obligations”, as the context may require, shall mean all amounts required to be paid by the Company under this Agreement, including, without limitation, those amounts set forth in Sections 2.A and 2.B hereof.

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

C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the “Treasurer”), One West Street, Mineola, NY 11501, or at such other address as the Treasurer may notify the Company of in writing.

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

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

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



(3) Anything contained in this subparagraph to the contrary notwithstanding, the Company shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any) in two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligation and October 1 and April 1 for the School Tax portion of the PILOT Obligation, as applicable, of each year of the term of the Lease or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease.

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

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

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

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

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

B. Failure by the Company to comply with or perform any provision of this Agreement or any other agreement between the Agency and the Company related to the Project Facility or the New Project Facility other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice thereof from the Agency or, if such default is capable of being cured but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure such default within such thirty (30) day period and to prosecute such cure to completion, provided in no event shall such cure period exceed ninety (90) days.



C. Default in the terms of this Lease, that certain Lease Agreement, dated February 1, 2019, relating to the 2018 Project Facility (the "Lease Agreement") or any other agreement between the Agency and the Company (beyond any applicable grace or notice period).

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

Upon the occurrence and continuance of an Event of Default hereunder, the Company shall be required to make PILOT Payments as if the Facility were owned by the Company, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility is located.

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

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

Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

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



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

In the event that title to the Facility is conveyed to the Company or any other party prior to expiration of the term of the Lease, this Agreement shall become null and void and any remaining tax abatement hereunder shall be canceled.

Section 5. Additional Facilities. If any structural additions shall be made to the buildings or other improvements included in the Facility subsequent to the Completion Date, or if any additional buildings or improvements shall be constructed on the Land (such structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Company agrees to increase its PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments that would have been payable on such increase if this Agreement were not in effect.

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

Section 7. Waiver of Tax Exemption. The Company, in recognition of the benefits provided under this Agreement, and for so long as the Lease is in effect, hereby expressly waives any rights it may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Facility. The Company, in recognition of the benefits provided under this Agreement, the Lease, and the Lease Agreement, hereby expressly waives the right to institute judicial or other review of an assessment of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time, with respect to any fiscal tax year from and after the PILOT Commencement Date. Notwithstanding the foregoing, during the final three (3) years of the term of this Agreement, the Company shall have the right to institute judicial or other review of the assessed value of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the PILOT Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Taxing Entity as taxable real property but shall have no effect on this Agreement or the tax-exempt status of the Facility during the term of this Agreement. In addition, the Company hereby



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

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

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

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

Section 11. Notices.

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

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

IF TO THE COMPANY:

Syosset Property Partners, LLC  
1600 N.W. 163rd Street  
Miami, Florida 33169



Attn: Wayne E. Chaplin

WITH A COPY TO:

Forchelli Deegan Terrana LLP  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11553  
Attn: Daniel P. Deegan, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency  
One West Street  
Mineola, New York 11501  
Attn: Executive Director

WITH A COPY TO:

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

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

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

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

Section 15. Invalidity. If any one or more phrases, sentences, clauses or provisions of this Agreement or the entirety hereof shall be declared invalid or unenforceable by any order, decree or judgment of any court of competent jurisdiction, then such phrase, sentence, clause or provision or the entirety of this Agreement shall be deemed to be reformed in such manner as shall be determined by such court, or in the absence of such a determination then in the reasonable judgment of the



Agency, to render such phrase, sentence, clause or provision of this Agreement valid and enforceable under applicable law. The parties hereto agree to enter into such documents, agreements and instruments as the Agency reasonably determines are necessary to effect any such reformation. In the event that any one more of the phrases, sentences, clauses or provisions of this Agreement cannot be reformed to comply with applicable law, then this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not appeared in this Agreement.

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

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

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

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

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

A. The Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as the Lease shall be in effect. If for any reason the Company should cease to be so subject to service of process in the State of New York, the Company hereby designates and appoints, without power of revocation, Daniel P. Deegan, Esq., Forchelli Deegan & Terrana, LLP, 333 Earle Ovington Blvd., Suite 1010, Uniondale, New York 11553 and his successor(s) as its agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of the Company upon whom may be served all process, pleadings, notices or other papers which may be served upon the Company as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Company's obligations hereunder.

B. The Company irrevocably and unconditionally (1) agrees that any suit, action or other legal proceeding arising out of this Agreement or the other Transaction Documents may be brought in the courts of record of the State of New York in Nassau County or the courts of the United States, Eastern District of New York; (2) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as the Lease is in effect, the Company's agents designated above shall accept and acknowledge in the Company's behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Company agrees and consents that any such service of process upon such agents and written notice of such service to the Company in the manner set forth in Section 11 hereof shall be taken and held to be valid personal service upon the Company whether or not the Company shall then be doing, or at any time shall have done, business within the State of New York and that any such service of



process shall be of the same force and validity as if service were made upon the Company according to the laws governing the validity and requirements of such service in the State of New York, and waives all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Company or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Company.

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

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

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

[Remainder of this page intentionally left blank]

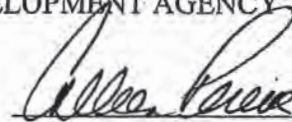


[Signature Page to Amended and Restated PILOT Agreement]

IN WITNESS WHEREOF, the Agency and the Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:



Colleen Pereira  
Administrative Director

SYOSSET PROPERTY PARTNERS, LLC

By:

Steven R. Becker  
Manager



[Signature Page to Amended and Restated PILOT Agreement]

IN WITNESS WHEREOF, the Agency and the Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

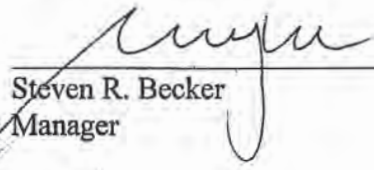
NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:

\_\_\_\_\_  
Colleen Pereira  
Administrative Director

SYOSSET PROPERTY PARTNERS, LLC

By:

  
\_\_\_\_\_  
Steven R. Becker  
Manager



[Acknowledgment Page to Amended and Restated PILOT Agreement]

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

On the 19<sup>th</sup> day of February, 2019 before me, the undersigned, personally appeared Colleen Pereira, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

Patricia A. Mascioli  
Notary Public

PATRICIA A. MASCIOLI  
Notary Public, State of New York  
Qualified in Nassau County  
No. 01MA6300379  
My Commission Expires March 31, 2022

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

On the \_\_\_ day of February, in the year 2019, before me, the undersigned, personally appeared **Steven R. Becker**, 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(ies), and that by his signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_\_\_ and State of Florida.

*(add the city or political subdivision -and- the state or country or other place the acknowledgement was taken).*

\_\_\_\_\_  
Notary Public



[Acknowledgment Page to Amended and Restated PILOT Agreement]

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

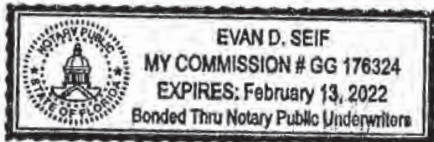
On the \_\_\_\_ day of February, 2019 before me, the undersigned, personally appeared Colleen Pereira, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

On the 15<sup>th</sup> day of February, in the year 2019, before me, the undersigned, personally appeared **Steven R. Becker**, 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(ies), and that by his signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Miami and State of Florida.

*(add the city or political subdivision -and- the state or country or other place the acknowledgement was taken).*



[Signature]  
Notary Public

**EXHIBIT A**

Description of the Land

See Attached





POINT WHERE SAID SOUTHEASTERLY LINE OF UNDERHILL BOULEVARD INTERSECTS WITH THE NORTHEASTERLY LINE OF THE PARCEL DESCRIBED HEREIN;

RUNNING THENCE SOUTH 48° 57' 27" EAST, 605.56 FEET TO LAND OF THE LONG ISLAND RAIL ROAD;

RUNNING THENCE ALONG SAID LAND OF THE LONG ISLAND RAIL ROAD, SOUTH 41° 02' 33" WEST 335.71 FEET TO LANDS NOW OR FORMERLY OF H.T. UNDERHILL;

RUNNING THENCE ALONG SAID LAST MENTIONED LAND NOW OR FORMERLY OF H.T. UNDERHILL, NORTH 48° 57' 27" WEST 595.83 FEET TO THE SOUTHEASTERLY LINE OF UNDERHILL BOULEVARD AND THE POINT OR PLACE OF BEGINNING.

PARCEL 2:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT SYOSSET, IN THE TOWN OF OYSTER BAY, COUNTY OF NASSAU AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF UNDERHILL BOULEVARD, DISTANT 3,579.85 FEET (ACTUAL) 3,579.68 FEET (DEED) NORTHERLY AND NORTHEASTERLY WHEN MEASURED ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF UNDERHILL BOULEVARD FROM THE CORNER FORMED BY THE INTERSECTION OF THE OLD EASTERLY LINE OF UNDERHILL BOULEVARD WITH THE OLD NORTHERLY LINE OF JERICHO TURNPIKE;

THENCE ALONG THE SOUTHEASTERLY LINE OF UNDERHILL BOULEVARD NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2000 FEET, 318.81 FEET TO LAND NOW OR FORMERLY OF H.T. UNDERHILL;

THENCE ALONG SAID LAND NOW OR FORMERLY OF H.T. UNDERHILL, SOUTH 48° 57' 27" EAST, 584.04 FEET TO LAND OF THE LONG ISLAND RAIL ROAD;

THENCE ALONG SAID LAND OF THE LONG ISLAND RAIL ROAD, SOUTH 41° 02' 33" WEST 317.74 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL DESCRIBED HEREIN;

RUNNING THENCE NORTH 48° 57' 27" WEST 605.56 FEET TO THE SOUTHEASTERLY LINE OF UNDERHILL BOULEVARD AND THE POINT OR PLACE OF BEGINNING.

PARCEL 3:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT SYOSSET, IN THE TOWN OF OYSTER BAY, COUNTY OF NASSAU AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD, DISTANT 3,044 FEET NORTHERLY AND NORTHEASTERLY WHEN MEASURED ALONG THE EASTERLY AND SOUTHEASTERLY SIDES OF UNDERHILL BOULEVARD FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF UNDERHILL BOULEVARD WITH THE NORTHERLY SIDE OF JERICHO TURNPIKE (PRIOR TO THE RE-ALIGNMENT OF SAID NORTHEAST CORNER FORMING THE INTERSECTION BEING SHOWN ON THE CURRENT NASSAU COUNTY LAND & TAX MAP), AND WHICH SAID POINT OF BEGINNING IS WHERE THE NORTHEASTERLY LINE OF LAND FORMERLY OF HANA REALTY CORP. INTERSECTS WITH UNDERHILL BOULEVARD; AND

RUNNING THENCE ALONG THE NORTHEASTERLY LINE OF LAND FORMERLY OF HANA REALTY CORP, SOUTH 48° 57' 27" EAST 326.85 FEET;

THENCE PARALLEL WITH THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD NORTH 39° 19' 45" EAST 200 FEET TO THE SOUTHWESTERLY LINE OF LAND FORMERLY OF THE SINGER SEWING MACHINE CO.;



RUNNING THENCE ALONG THE SAID SOUTHWESTERLY LINE OF LAND FORMERLY OF SINGER SEWING MACHINE CO., NORTH 48° 57' 27" WEST 326.85 FEET TO THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD; AND

RUNNING THENCE ALONG THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD, SOUTH 39° 19' 45" WEST 200 FEET TO THE LAND FORMERLY OF HANA REALTY CORP, THE POINT OR PLACE OF BEGINNING.

PARCEL 4:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT SYOSSET, IN THE TOWN OF OYSTER BAY, COUNTY OF NASSAU AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD, DISTANT 2,443.63 FEET NORTHERLY AND NORTHEASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE OLD EASTERLY LINE OF UNDERHILL BOULEVARD WITH THE OLD NORTHERLY LINE OF JERICO TURNPIKE, AND FROM SAID POINT OF BEGINNING;

RUNNING THENCE NORTH 39° 19' 45" EAST ALONG THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD, 600.37 FEET;

THENCE SOUTH 48° 57' 27" EAST 326.85 FEET;

THENCE NORTH 39° 19' 45" EAST 200 FEET TO LAND NOW OR FORMERLY OF SINGER SEWING MACHINE COMPANY;

THENCE ALONG SAID LAST MENTIONED LAND SOUTH 48° 57' 27" EAST 268.98 FEET TO LAND OF THE LONG ISLAND RAILROAD;

RUNNING THENCE ALONG SAID LAND OF THE LONG ISLAND RAILROAD, SOUTH 41° 02' 33" WEST 800.31 FEET; AND

RUNNING THENCE NORTH 48° 55' 38" WEST 571.91 FEET TO THE SOUTHEASTERLY SIDE OF UNDERHILL BOULEVARD AT THE POINT OR PLACE OF BEGINNING.

For Information: District Section 15 Block 169 Lot 8, 10, 21 and 22

**PAYMENT IN LIEU OF TAXES AGREEMENT**

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of February 1, 2019, by and between SYOSSET PROPERTY PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of Florida and qualified to do business in the State of New York as a foreign limited liability company (the "Company"), and the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease (as hereinafter defined).

W I T N E S S E T H

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act, as amended from time to time, being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency, which has been created and established pursuant to the Act for the benefit of the County of Nassau and its residents, proposes to undertake the Project described below; and

WHEREAS, the Agency on behalf of the Company intends to (i) lease certain land known as 425 Underhill Boulevard, Syosset, Town of Oyster Bay, Nassau County, NY and more particularly described on Schedule A hereto (the "Land"); (ii) undertake certain renovations and improvements on the Land (the "Improvements"); and (iii) acquire an interest in the equipment more particularly described in Schedule B to the Lease (the "Equipment") (acquisition of the Land and the acquisition, renovation, construction and installation of the Improvements and Equipment are collectively hereinafter referred to as the "Project"); and

WHEREAS, the Company is or will be the owner of a fee simple interest in the Land and the Improvements (collectively, the "Facility"); and



WHEREAS, the Agency is undertaking the Project as an authorized project under the Act and leases the interest of the Agency to the Company pursuant to a Lease Agreement dated as of February 1, 2019 between the Agency, as lessor, and the Company, as lessee (as amended, modified, supplemented or restated from time to time, the "Lease"), for sublease to Southern Glazer's Wine and Spirits of New York, LLC, an affiliate of the Company, as sublessee; and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the "RPTL"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control; and

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

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

Section 1. Tax-Exempt Status of Facility.

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

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

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of New York and Section 412-a of the RPTL does not entitle the Agency to exemption from special assessments and



special ad valorem levies. Pursuant to the Lease, the Company will be required to pay all special assessments and special ad valorem levies levied and/or assessed against the Facility.

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

## Section 2. Payments.

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

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the tenth (10th) fiscal tax year thereafter (such date, the "PILOT Expiration Date"), the Company shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility (collectively, the "PILOT Payments") as follows:

(a) for the fiscal tax year commencing on the PILOT Commencement Date, \$355,043.00 (2019/2020 School Tax Year; 2020 General Tax Year);

(b) for the fiscal tax year commencing on the 1<sup>st</sup> anniversary of the PILOT Commencement Date, \$355,043.00 (2020/2021 School Tax Year; 2021 General Tax Year);

(c) for the fiscal tax year commencing on the 2<sup>nd</sup> anniversary of the PILOT Commencement Date, \$355,043.00 (2021/2022 School Tax Year; 2022 General Tax Year);

(d) for the fiscal tax year commencing on the 3<sup>rd</sup> anniversary of the PILOT Commencement Date, \$361,575.00 (2022/2023 School Tax Year; 2023 General Tax Year);

(e) for the fiscal tax year commencing on the 4<sup>th</sup> anniversary of the PILOT Commencement Date, \$368,228.00 (2023/2024 School Tax Year; 2024 General Tax Year);



(f) for the fiscal tax year commencing on the 5<sup>th</sup> anniversary of the PILOT Commencement Date, \$375,004.00 (2024/2025 School Tax Year; 2025 General Tax Year);

(g) for the fiscal tax year commencing on the 6<sup>th</sup> anniversary of the PILOT Commencement Date, \$381,904.00 (2025/2026 School Tax Year; 2026 General Tax Year);

(h) for the fiscal tax year commencing on the 7<sup>th</sup> anniversary of the PILOT Commencement Date, \$388,931.00 (2026/2027 School Tax Year; 2027 General Tax Year);

(i) for the fiscal tax year commencing on the 8<sup>th</sup> anniversary of the PILOT Commencement Date, \$396,087.00 (2027/2028 School Tax Year; 2028 General Tax Year); and

(j) for the fiscal tax year commencing on the 9<sup>th</sup> anniversary of the PILOT Commencement Date, \$403,375.00 (2028/2029 School Tax Year; 2029 General Tax Year).

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

“PILOT Obligation” or “PILOT Obligations”, as the context may require, shall mean all amounts required to be paid by the Company under this Agreement, including, without limitation, those amounts set forth in Sections 2.A and 2.B hereof.

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



C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the "Treasurer"), One West Street, Mineola, NY 11501, or at such other address as the Treasurer may notify the Company of in writing.

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

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

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

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Company shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any) in two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligation and October 1 and April 1 for the School Tax portion of the PILOT Obligation, as applicable, of each year of the term of the Lease or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease.

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

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

Section 3. Effective Date; Duration of Agreement. This Agreement shall become effective upon the execution and delivery of the Lease and this Agreement by both the Company and the Agency and the execution and delivery of the deed from the Company to the Agency and shall



continue in effect until the earlier of: (i) the termination of this Agreement pursuant to the terms of the Lease or of this Agreement, or (ii) the date on which title to the Facility is conveyed to the Company by the Agency pursuant to the Lease or this Agreement and has been placed back on the tax rolls as taxable property.

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

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

B. Failure by the Company to comply with or perform any provision of this Agreement or any other agreement between the Agency and the Company related to the 2006 Project Facility or Project Facility (or any portion thereof), as that term is defined in the Lease, other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice thereof from the Agency or, if such default is capable of being cured but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure such default within such thirty (30) day period and to prosecute such cure to completion, provided in no event shall such cure period exceed ninety (90) days.

C. Default in the terms of the Lease or that certain Amended and Restated Lease Agreement, dated February 1, 2019, relating to the 2006 Project Facility (the "Amended and Restated Lease Agreement") or any other agreement between the Agency and the Company (beyond any applicable grace or notice period).

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

Upon the occurrence and continuance of an Event of Default hereunder, the Company shall be required to make PILOT Payments as if the Facility were owned by the Company, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility is located.

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

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



Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

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

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

In the event that title to the Facility is conveyed to the Company or any other party prior to expiration of the term of the Lease, this Agreement shall become null and void and any remaining tax abatement hereunder shall be canceled.

Section 5. Additional Facilities. If any structural additions shall be made to the buildings or other improvements included in the Facility subsequent to the Completion Date, or if any additional buildings or improvements shall be constructed on the Land (such structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Company agrees to increase its PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments that would have been payable on such increase if this Agreement were not in effect.

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



Section 7. Waiver of Tax Exemption. The Company, in recognition of the benefits provided under this Agreement, and for so long as the Lease is in effect, hereby expressly waives any rights it may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Facility. The Company, in recognition of the benefits provided under this Agreement and the Lease Agreement, hereby expressly waives the right to institute judicial or other review of an assessment of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time, with respect to any fiscal tax year from and after the PILOT Commencement Date. Notwithstanding the foregoing, during the final three (3) years of the term of this Agreement, the Company shall have the right to institute judicial or other review of the assessed value of the real property with respect to the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the PILOT Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Taxing Entity as taxable real property but shall have no effect on this Agreement or the tax-exempt status of the Facility during the term of this Agreement. In addition, the Company hereby represents and warrants that it has stipulated to the discontinuance (with prejudice) of all pending tax certiorari proceedings, if any, with respect to the Facility on or before the date hereof.

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

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

Section 10. No Waiver. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any and all of the Company's obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any check or payments as made



without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

Section 11. Notices.

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

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

IF TO THE COMPANY:

Syosset Property Partners, LLC  
1600 N.W. 163rd Street  
Miami, Florida 33169  
Attn: Wayne E. Chaplin

WITH A COPY TO:

Forchelli Deegan Terrana LLP  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11553  
Attn: Daniel P. Deegan, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency  
One West Street  
Mineola, New York 11501  
Attn: Executive Director

WITH A COPY TO:

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

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



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

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

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

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

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

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

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

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

A. The Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as the Lease shall be in effect. If for any reason the Company should cease to be so subject to service of process in the State of New York, the Company hereby designates and appoints, without power of revocation, Daniel P. Deegan, Esq., Forchelli Deegan Terrana LLP, 333 Earle Ovington Blvd., Suite 1010, Uniondale, New York



11553 and his successor(s) as its agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of the Company upon whom may be served all process, pleadings, notices or other papers which may be served upon the Company as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Company's obligations hereunder.

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

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

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

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

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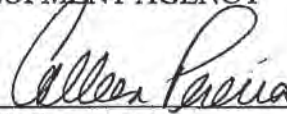


[Signature Page to PILOT Agreement – 425 Underhill]

IN WITNESS WHEREOF, the Agency and the Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:



Colleen Pereira  
Administrative Director

SYOSSET PROPERTY PARTNERS, LLC

By:

Steven R. Becker  
Manager



[Signature Page to PILOT Agreement – 425 Underhill]

IN WITNESS WHEREOF, the Agency and the Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Colleen Pereira  
Administrative Director

SYOSSET PROPERTY PARTNERS, LLC

By: \_\_\_\_\_  
Steven R. Becker  
Manager



[Acknowledgment Page to PILOT Agreement – 425 Underhill]

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

On the 19<sup>th</sup> day of February, 2019 before me, the undersigned, personally appeared Colleen Pereira, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

*Patricia A. Mascioli*

Notary Public

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

PATRICIA A. MASCIOLI  
Notary Public, State of New York  
Qualified in Nassau County  
No. 01MA8300379  
My Commission Expires March 31, 2022

On the \_\_\_ day of February, in the year 2019, before me, the undersigned, personally appeared **Steven R. Becker**, 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(ies), and that by his signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_\_\_ and State of Florida.

*(add the city or political subdivision –and- the state or country or other place the acknowledgement was taken).*

\_\_\_\_\_  
Notary Public

[Acknowledgment Page to PILOT Agreement – 425 Underhill]

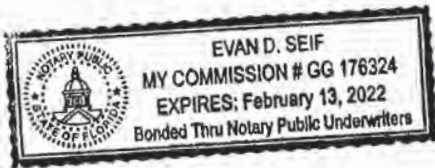
STATE OF NEW YORK )  
 )SS.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of February, 2019 before me, the undersigned, personally appeared Colleen Pereira, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

On the 15<sup>th</sup> day of February, in the year 2019, before me, the undersigned, personally appeared **Steven R. Becker**, 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(ies), and that by his signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Miami and State of Florida.  
*(add the city or political subdivision -and- the state or country or other place the acknowledgement was taken).*



[Signature]  
Notary Public



**EXHIBIT A**

Description of the Land

See Attached