

AMENDED AND RESTATED
PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of June 1, 2017, by and among NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "Agency"), COX & COMPANY, INC., a corporation organized and existing under the laws of the State of New York, having an office at 1664 Old Country Road, Plainview, NY 11803 (the "Company"), and PLAINVIEW STEEL, LLC, a limited liability company organized and existing under the laws of the Delaware and authorized to do business in the State of New York, with an address at 1650 Old Country Road, Plainview, New York 11803 (the "Overlandlord" and together with the Company, the "Obligors"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease Agreement (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 I 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 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 manufacturing, industrial and commercial 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, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Obligors presented an application for financial assistance to the Agency (as supplemented and amended, the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Original Project") consisting of the following: (A)(1) the acquisition of a leasehold interest in an approximately 90,424 square foot portion (the "Original Premises") of a 250,000 square foot building (the "Building") on an approximately 15 acre parcel of land located at 1650 Old Country Road, Plainview, Town of Oyster Bay, County of Nassau, New York (Section: 13; Block: 89; Lot: 60) (the "Land"), which Land is more particularly described in Schedule A attached hereto and made a part hereof, (2) the renovation of the Original Premises, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Equipment"), all of the

foregoing to constitute a manufacturing facility for use by the Company as its sole manufacturing location for the production of de-icing equipment for the transportation and aerospace industry (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes and real property taxes (but not including special assessments and ad valorem levies) (the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Obligors or such other entity as may be designated by the Obligors and agreed upon by the Agency; and

WHEREAS, the Overlandlord is the owner of fee title to the Land and the Building (collectively, the "Facility"); and

WHEREAS, the Company leases the Premises (as hereinafter defined) from the Overlandlord pursuant to that certain Lease dated as of July 16, 2007, between Steel O, LLC ("Original Landlord") and the Company, (a) as amended by (i) the First Modification of Lease Agreement, dated as of September 5, 2007, between Original Landlord and the Company, (ii) the Second Modification of Lease Agreement, dated as of April 11, 2008, between Original Landlord and the Company, (iii) the Third Modification of Lease Agreement, dated as of June 17, 2008, among Original Landlord, the Overlandlord, as replacement landlord, and the Company, and (iv) the Fourth Modification of Lease Agreement, dated as of June 19, 2017, between the Overlandlord and the Company, (b) as collaterally assigned pursuant to the Collateral Assignment of Lease, dated as of November 1, 2008, by the Company to Merrill Lynch Commercial Finance Corp. (the "MLCFC"), as among other things consented to pursuant to the Landlord Waiver, Access, Consent and Estoppel Agreement, dated as of November 1, 2008, made by the Overlandlord in favor of MLCFC (collectively, the "Collateral Assignment"), and (c) subject to the Collateral Assignment, as assigned and assumed pursuant to the Assignment and Assumption Agreement (With Consent of Landlord), dated as of November 1, 2008 (as amended, the "Lease Assignment"), among the Company, the Agency and the Overlandlord (collectively, the "Overlease"); and

WHEREAS, the Agency appointed the Company as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility and the Agency has subleased the Project Facility to the Company, all pursuant to the terms and conditions set forth in the Sublease Agreement dated as of November 1, 2008 between the Company and the Agency (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"), and the other Transaction Documents (as defined in the Lease Agreement); and

WHEREAS, the Agency, the Overlandlord and the Company entered into a Payment in Lieu of Taxes Agreement, dated as of November 1, 2008 (as amended, modified, supplemented or restated from time to time, the "Existing PILOT Agreement"), with respect to the Original Premises; and

WHEREAS, the Company has requested that the Agency undertake a project (the "Expansion Project" and together with the Original Project, the "Project") consisting of (A) the acquisition, renovation, installation and equipping of an approximately 7,500 square foot

expansion of the Original Premises within the Building (the "Expansion Space" and together with the Original Premises, collectively, the "Premises"), and (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, in the form of a potential exemption or partial exemption from sales and use taxes and an amended exemption from real property taxes with respect to the Premises (collectively, the "Additional Financial Assistance"); and

WHEREAS, under the Overlease, as amended to date, the Company is obligated to pay to the Overlandlord approximately thirty-nine percent (39%) of all real property taxes thereunder imposed or assessed against the Facility;

WHEREAS, the Agency, the Overlandlord and the Company wish to amend and restate the terms of the Existing PILOT Agreement with respect to the Facility to, *inter alia*, (i) include the Expansion Space, and (ii) extend the term of the Existing PILOT Agreement and to provide for the payments in lieu of real property taxes to be made during such extended term; 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;

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

Section 1. Tax-Exempt Status of Facility.

A. RPTL Application. (1) The Company shall complete, and the Agency shall file, an amended application for tax exemption pursuant to Section 412-a of the RPTL (the "RPTL Application"), which shall be a partial exemption with respect to the Facility based only on the Agency's interest in the Premises and applicable only to the Premises. The RPTL 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") and each city, town, village and 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 the amended partially exempt status on the tax rolls of any Taxing Entity until the beginning of the first fiscal tax year of each such Taxing Entity immediately following the expiration of the term of the Existing PILOT Agreement (such date, the "PILOT Extension Commencement Date") and the Existing PILOT Agreement shall remain in full force and effect through the expiration or earlier termination of the term thereof.

(2) The Obligors represent to the Agency that, effective as of the PILOT Extension Commencement Date, the Premises represents approximately 38.55% of the total rentable area of the Facility. The balance of the rentable area of the Facility shall not be exempt by virtue of this Agreement or the Agency's interest in the Premises. Prior to the PILOT

Extension Commencement Date, the term "Premises" as used herein shall mean the Original Premises and the Expansion Space shall not be included therein for purposes of this Agreement or the Existing PILOT Agreement; provided, however, that the Expansion Space shall be included in the "Premises" as such term is used in the Lease Agreement.

(3) The Obligors hereby waive any claim or cause of action against the Agency, and release the Agency from any liability to the Obligors, 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 Obligors, to file the completed RPTL Application for tax exemption as set forth in this Agreement.

(4) The Company and the Overlandlord hereby agree that they shall never raise and hereby irrevocably waive their right to raise as a claim or defense in a judicial or other review of an assessment of the real property with respect to the Facility by any Taxing Entity the fact that the Premises represents more or less than 38.55% of the total rentable area of the Facility during the Extension Term (as hereinafter defined). The parties recognize that different standards and methodologies exist for the measurement of interior building premises, and therefore the parties desire to irrevocably agree on the portion of the Facility that shall be subject to the terms hereof. It is the intent of the parties that 38.55% of the assessed value assessed by each Taxing Entity with respect to the Facility during the Extension Term and used by the Agency to establish the PILOT Payments (as hereinafter defined) shall be exempt hereunder and that the balance of the assessed value assessed by each Taxing Entity with respect to the Facility shall not be affected by 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 may not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement and the other Transaction Documents, the Obligors will be required to pay all special assessments and special ad valorem levies levied and/or assessed against or with respect to the Premises, subject to Section 2(C)(3) hereof.

C. Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Company, the Overlandlord or the Agency on the Premises or the rental paid pursuant to the Lease Agreement or the occupancy of or any interest of the Company, the Overlandlord or the Agency in the Premises 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 Obligors 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 Obligors 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. Furthermore, the Overlandlord agrees to pay when due all taxes, assessments, service charges and other governmental charges when due with respect to the portion of the Facility that is not exempted pursuant to this Agreement.

Section 2. Payments.

A. Tax Payments. Prior to the PILOT Commencement Date (as defined in the Existing PILOT Agreement), the applicable real property taxes and assessments levied and/or assessed against or with respect to the Facility shall be payable in full by the Obligors to the applicable Taxing Entities as if the Agency were not the holder of a leasehold interest in the Premises or otherwise involved in the Project.

B. Existing PILOT Payments. Prior to the PILOT Extension Commencement Date, the applicable payments in lieu of real property taxes and assessments set forth in the Existing PILOT Agreement shall be payable in full by the Obligors in accordance with the terms of the Existing PILOT Agreement, which payments are set forth on Schedule B hereto under the heading "Existing Term," subject to the provisions of Section 2(C)(3) hereof.

C. PILOT Payments. (1) From the PILOT Extension Commencement Date through and including the last day of the fourteenth (14th) fiscal tax year thereafter (such date, the "Amended Abatement Expiration Date" and such period, the "Extension Term"), the Overlandlord, or if the Overlandlord shall fail to do so when required, the Company shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Premises as set forth on Schedule B hereto under the heading "Extension Term," subject to the provisions of Section 2(C)(3) hereof.

The payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Premises pursuant to clause (1) above are referred to herein as the "PILOT Payments."

(2) From and after the Amended Abatement Expiration Date, and until the Agency's interest in the Premises is conveyed to the Company pursuant to the terms of the Lease Agreement and the Premises has been returned to the tax rolls as fully taxable property, the Obligors 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 or with respect to the Premises as if the Premises were owned by the Company and/or the Overlandlord and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Obligors under this Agreement, including, without limitation, those amounts set forth in Sections 2(A), 2(B) and 2(C) hereof.

(3) Any provision of this Agreement to the contrary notwithstanding, the amount of PILOT Payments set forth in Section 2(C)(1) hereof for each fiscal tax year from the PILOT Extension Commencement Date through the Amended Abatement Expiration Date, shall be reduced (but not below \$0) by the amount, if any, of special assessments and special ad valorem levies assessed against or levied upon or with respect to the Premises for such fiscal tax year (collectively, "Special Assessments"), whether by the Nassau County Tax Assessor's Office or otherwise, which Special Assessments would otherwise be payable by the Obligors pursuant to 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 Obligors to receive such bill shall in no event affect the Obligors' obligation to pay such PILOT Payment. In the event that (i) the amount of Special Assessments for a particular fiscal tax year

exceeds the amount of the PILOT Payment for such fiscal tax year (such excess is hereinafter referred to as an "SA Credit"), or (ii) the amount of PILOT Payments for a particular fiscal tax year are not reduced by the amount of Special Assessments for such fiscal tax year (the amount of such Special Assessments is hereinafter referred to as an "SA Reduction"), then the amount of such SA Credit or SA Reduction, as the case may be, shall be carried over as a credit for the following fiscal tax year(s); provided, however, that if there is an unused SA Credit at the end of the term of the PILOT Payments hereunder, then the Obligors shall not be entitled to (a) take such SA Credit against any further payments hereunder or against real property taxes assessed against the Facility, or (b) an extension of the Extension Term of this Agreement.

D. 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, 1st floor, Mincola, NY 11501, or at such other address as the Treasurer may notify the Obligors 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 Facility not been partially tax exempt due to the status of the Agency. This provision constitutes the formula for the calculation of the amounts for each Taxing Entity of the PILOT Payments as required by Section 859-a(6) of the General Municipal Law.

E. Due Dates; Interest; and Penalties. (1) The Obligors 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 unpaid amount(s) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Entities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a late charge equal to the greater of (a) five (5%) percent of the unpaid amount for the first month, and for each month, or part thereof, that the payment is delinquent beyond the first month, 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. The Obligors covenant and agree to pay all such late charges, interest and penalties when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Obligors shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any), in (a) 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 Obligations, and (b) two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to October 1 and April 1 for the School Tax portion of the PILOT Obligations, as applicable, of each year of the term of the Lease Agreement 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 Agreement.

(4) Overlandlord agrees, in addition, to any other rights the Company may have under the Overlease, to provide the Company with a rent credit to be applied against all rent obligations due from the Company, equal to any amounts paid by the Company hereunder.

F. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the term of this Agreement, in the event that the Agency's interest in the Premises, or any portion thereof or interest therein, is sold, transferred, assigned or otherwise disposed of by the Agency in accordance with the Lease Agreement, the transferees thereof will thereafter pay the real property taxes and assessments on such Premises and any Additional Facilities (as hereinafter defined) 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.

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

Section 3. Effective Date: Duration of Agreement. This Agreement shall become effective as set forth in Section 1 above and shall continue in effect until the earlier of (i) the termination of this Agreement pursuant to the terms of the Lease Agreement or of this Agreement, or (ii) the date on which the Lease Agreement is terminated pursuant to the Lease Agreement or this Agreement and the Premises 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 Obligors to make any payment specified herein and the continuance of such failure for a period of fifteen (15) days after receipt by the Obligors of written notice from the Agency, the County and/or any Taxing Entity.

B. Failure by the Obligors to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Obligors 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 Obligors to commence to cure such default within such thirty (30) day period and to prosecute such cure to completion; provided, however, in no event shall such additional cure period exceed sixty (60) days.

C. An Event of Default under the Lease Agreement or any other agreement between the Agency and the Company.

D. If the Overlandlord or the Company shall sell, transfer, convey or otherwise dispose of its interest in the Facility or any portion thereof without the prior written consent of the Agency, except as expressly permitted by the Lease Agreement.

E. If any representation, warranty or certification made to the Agency by or on behalf of the Company or the Overlandlord in this Agreement shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made.

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

Upon the occurrence and during the continuance of an Event of Default hereunder, the Obligors shall be required to make PILOT Payments as if Agency had no interest in or involvement with the Premises and the Agency was not otherwise involved in the Project, 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, (i) the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments of PILOT Obligations in default from the Obligors, 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 (ii) the Agency shall have the right to terminate the Lease Agreement at any time, and the Company shall accept such termination and any tender of reconveyance from the Agency of its interest in the Premises.

The Agency, in enforcing payment by the Obligors 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 Obligors make such payments. The Obligors hereby agree to indemnify, defend (with counsel selected by the Agency and reasonably acceptable to 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 such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments, unless due to the gross negligence or willful misconduct of the Agency.

The Agency, the Overlandlord 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 Obligors any payments of PILOT Obligations in default hereunder. The Obligors 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 any interest in and to the Premises is conveyed by the Company or title to the Facility is conveyed by the Overlandlord to any other party prior to expiration of the term of the Lease Agreement (other than transfers expressly permitted under the Lease Agreement or otherwise consented to by the Agency), this Agreement shall, at the option of the Agency, become null and void and any remaining tax abatement hereunder shall be canceled.

The rights, powers and remedies of the Agency and the County under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which the Agency or the County may have against the Obligors pursuant to this Agreement or the other Transaction Documents, or existing at law or in equity or otherwise. The respective rights, powers and remedies of the Agency and the County hereunder may be pursued singly, concurrently or otherwise, at such time and in such order as the Agency or the County may determine in its sole discretion. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Event of Default with respect to the Obligors shall not be construed to be a waiver of any subsequent Event of Default by the Obligors or to impair any remedy, right or power consequent thereon.

Section 5. Additional Facilities. If any structural additions or change in use shall be made to the Premises (other than the renovations contemplated as part of the Project) (such change of use or structural additions being referred to hereinafter as "Additional Facilities"), the Obligors agree to increase their 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, if any, that would have been payable on such increase if this Agreement were not in effect. Nothing herein shall constitute the Agency's consent to the construction of any such additions or such change of use.

Section 6. Change of Law. In the event the Premises, 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 Obligors hereunder shall, to such extent, be null and void. If the Obligors have already paid any amounts under this Agreement for any period that the Obligors are required to pay taxes or assessments because of such amendment, legislative or final judgment (collectively, "Prior Payments"), then the Obligors shall look to the Taxing Authorities for repayment of the Prior Payments or a credit in the amount of the Prior Payments against taxes payable to the relevant Taxing Entity but in no event shall the Obligors look to the Agency for a refund of the Prior Payments.

Section 7. Waiver of Tax Exemption. The Obligors, in recognition of the benefits provided under this Agreement, and for so long as the Lease Agreement is in effect, hereby expressly waive any rights they 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.

Section 8. Delivery of PILOT Statement. The Obligors 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 Agreement, 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, or any city, town, village or school district within which the Facility is located and neither the State of New York, the County, nor any such city, town, village or 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 Obligors 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 Obligors' 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 Obligors' 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 Obligors 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 two (2) Business Days after being sent by nationally recognized overnight courier service, 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:

To the Agency:

Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235
Mineola, NY 11501
Attention: Joseph J. Kearney, Executive Director

With a courtesy copy to:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Paul V. O'Brien, Esq.

To the Obligors:

Cox & Company, Inc.
1664 Old Country Road
Plainview, NY 11803
Attn: James Jaffe

- and -

Plainview Steel, LLC
1650 Old Country Road
Plainview, NY 11803
Attn: Joseph J. Lostritto

With a courtesy copy to:

Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP
333 Earle Ovington Boulevard, Suite 1010
Uniondale, NY 11553
Attn: Frank Davis, Esq.

Section 12. Change of Address. The Agency, the Overlandlord 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 Obligors but no assignment shall be effective to relieve the Obligors of any of their obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Obligors hereunder may not be assigned except in connection with a permitted assignment of the Obligors' interest in and to the Lease Agreement. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto, the County and the other Taxing Entities.

Section 14. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Lease Agreement 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 Agreement 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 Agreement 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 Obligors.

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, other than the Existing PILOT Agreement during the term thereof.

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 Obligors represent that they are subject to service of process in the State of New York and covenant that they will remain so subject so long as the Lease Agreement shall be in effect. If for any reason any Obligor should cease to be so subject to service of process in the State of New York, such Obligor hereby designates and appoints, without power of revocation, Frank Davis, Esq., Forchelli Curto Deegan et al., 333 Earle Ovington Boulevard, Uniondale, NY 11553, as 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 such Obligor upon whom may be served all process, pleadings, notices or other papers which may be served upon such Obligor 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 such Obligor's obligations hereunder.

B. Each Obligor 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 Agreement is in effect, the Obligors' agents designated above shall accept and acknowledge in the Obligors' behalf service of any and all process in any such suit, action or proceeding brought in any such court. Each Obligor agrees and consents that any such service of process upon such agents and written notice of such service to such Obligor in the manner set forth in Section 11 hereof shall be taken and held to be valid personal service upon such Obligor whether or not such Obligor 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 such Obligor 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 such Obligor or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by such Obligor.

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 the earlier of (i) the time that each and every one of the PILOT Obligations shall have been irrevocably paid in full and all other obligations of the Obligors under this Agreement

shall have been paid and performed in full, or (ii) the termination of this Agreement pursuant to the terms of this Agreement and/or any of the other Transaction Documents.

The obligations of the Obligor under this Agreement are joint and several.

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

Section 24. Representations/Certifications/Acknowledgments of the Obligor. The Obligor hereby represent and warrant to the Agency that: (a) there is a likelihood that the Expansion Project would not be undertaken but for the Additional Financial Assistance provided by the Agency, (b) the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Additional Financial Assistance by the Agency to the Obligor, and (c) the Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof. The Obligor hereby certify, under penalty of perjury, that each owner, occupant or operator receiving Financial Assistance or Additional Financial Assistance is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Obligor acknowledge and agree that (i) the submission to the Agency by any Obligor of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and/or Additional Financial Assistance and the recapture from the Company of an amount equal to all or any part of any tax exemption claimed by reason of the Agency's involvement in the Project, and (ii) the Overlandlord shall comply with the requirements of Section 8.11(D) of the Lease Agreement as if such Section 8.11(D) of the Lease Agreement was incorporated in this Agreement.

Section 25. Existing PILOT Agreement. This Agreement is given in renewal, amendment and restatement of, and not in extinguishment, termination or replacement of, the Existing PILOT Agreement. The Company represents and warrants to the Agency that the Company has no right of set-off, defense, claim or counterclaim with respect to its obligations under the Existing PILOT Agreement.

[Remainder of this page intentionally left blank]

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

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By  _____
Name: Joseph J. Kearney
Title: Executive Director

COX & COMPANY, INC.

By _____
Name: James Jaffe
Title: Chief Financial Officer

PLAINVIEW STEEL, LLC

By _____
Name: Joseph J. Lostritto
Title: Administrator

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

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By _____
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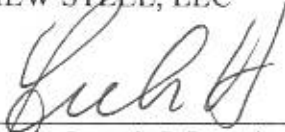
NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By _____
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Title: Executive Director

COX & COMPANY, INC.

By  _____
Name: James Jaffe
Title: Chief Financial Officer

PLAINVIEW STEEL, LLC

By  _____
Name: Joseph J. Lostritto
Title: Administrator

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

On the 28th day of June, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Joseph J. Kearney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



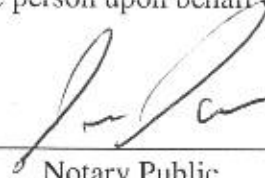
Notary Public

Paul V. O'Brien
Notary Public State of New York
No. 020B6235944
Qualified in Nassau County
Commission Expires February 14, ~~2015~~ 2017

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

On the 29th day of June, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared James Jaffe, 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.

FRANKLIN R. DAVIS
Notary Public, State of New York
No. 02DA4964405
Qualified in Nassau County
Commission Expires April 2, 2018



Notary Public

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

On the 28 day of June, in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Joseph J. Lostritto, 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

ANNA C BRUNO
Notary Public State of NY
No. 01BR5053939
Qualified in Nassau County
Commission Expires January 2, 2018

SCHEDULE A

DESCRIPTION OF THE LAND

As to Parcels 1-4:

ALL that certain plot, piece or parcel of land, situate, lying and being in Plainview, 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 northerly side of Old Country Road being distant 519.53 feet easterly from the easterly end of the arc of a curve having a radius of 30 feet and connecting the easterly side of Newtown Road with the northerly side of Old Country Road;

RUNNING THENCE North 8 degrees 38 minutes 55 seconds West 954.68 feet;

THENCE North 37 degrees 58 minutes 07 seconds East 829.85 feet;

THENCE South 51 degrees 52 minutes 40 seconds East 492.06 feet;

THENCE South 50 degrees 42 minutes 00 seconds East 157.94 feet;

THENCE South 39 degrees 18 minutes 00 seconds West 155.00 feet;

THENCE North 50 degrees 42 minutes 00 seconds West 131.00 feet;

THENCE South 39 degrees 18 minutes 00 seconds West 241.56 feet (241.57 feet as per actual measurement);

THENCE South 9 degrees 42 minutes 40 seconds East 868.03 feet to the north side of Old Country Road;

THENCE South 80 degrees 17 minutes 20 seconds West 679.94 feet along the north side of Old Country Road, to the point or place of BEGINNING.

As to Parcel 5:

ALL that certain plot, piece or parcel of land, situate, lying and being in Plainview, 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 northerly side of Old Country Road, as widened, distant 1199.42 feet easterly from the extreme easterly end of the arc of a curve, having a radius of 30.00 feet,

which connects the easterly line of Newtown Road to the northerly line of Old Country Road, as widened;

RUNNING THENCE from said point of beginning along land now or formerly of Mergenthaler Linotype Company, the following three courses and distances to land of Nassau County;

1. North 9 degrees 42 minutes 40 seconds West, 868.03 feet;
2. North 39 degrees 18 minutes 00 seconds East, 241.57 feet;
3. South 50 degrees 42 minutes 00 seconds East, 131.00 feet;

THENCE along said land of Nassau County, the following two courses and distances to the northerly line of Old Country Road, as widened:

1. South 39 degrees 18 minutes 00 seconds West, 345.00 feet;
2. South 21 degrees 39 minutes 18 seconds East, 716.82 feet;

THENCE along the northerly line of Old Country Road, as widened, South 80 degrees 17 minutes 20 seconds West, 156.20 feet to the point or place of BEGINNING.

Notwithstanding the foregoing legal description, an exemption from real property taxes is granted by the Agency only with respect to the land described on the Tax Map of Nassau County as Section: 13; Block: 89; Lot: 60.

SCHEDULE B

PILOT PAYMENT SCHEDULE

Existing Term:

| <u>PILOT Year</u> | <u>Total PILOT Payment</u> |
|-------------------------------|----------------------------|
| 2010 General / 2009/10 School | \$203,382.10 |
| 2011 General / 2010/11 School | \$203,382.10 |
| 2012 General / 2011/12 School | \$203,382.10 |
| 2013 General / 2012/13 School | \$209,483.56 |
| 2014 General / 2013/14 School | \$215,768.07 |
| 2015 General / 2014/15 School | \$222,241.11 |
| 2016 General / 2015/16 School | \$233,353.17 |
| 2017 General / 2016/17 School | \$245,020.83 |
| 2018 General / 2017/18 School | \$257,271.87 |
| 2019 General / 2018/19 School | \$270,135.46 |
| <u>Extension Term:</u> | |
| 2020 General / 2019/20 School | \$276,888.85 |
| 2021 General / 2020/21 School | \$283,811.07 |
| 2022 General / 2021/22 School | \$290,906.34 |
| 2023 General / 2022/23 School | \$298,179.00 |
| 2024 General / 2023/24 School | \$305,633.48 |
| 2025 General / 2024/25 School | \$313,274.31 |
| 2026 General / 2025/26 School | \$321,106.17 |
| 2027 General / 2026/27 School | \$329,133.83 |
| 2028 General / 2027/28 School | \$337,362.17 |
| 2029 General / 2028/29 School | \$345,796.23 |
| 2030 General / 2029/30 School | \$354,441.13 |
| 2031 General / 2030/31 School | \$363,302.16 |
| 2032 General / 2031/32 School | \$372,384.71 |
| 2033 General / 2032/33 School | \$381,694.33 |