

**ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO
AMENDED AND RESTATED PILOT AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO AMENDED AND RESTATED PILOT AGREEMENT (this “Agreement”) dated as of November 15, 2024 (the “Effective Date”), by and among the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at One West Street, 4th floor, Mineola, NY 11501 (the “Agency”), HJJ SEAVIEW REALTY, LLC, a limited liability company duly organized and existing under the laws of the State of New York having an office at 25 Harbor Park Drive, Port Washington, NY 11050 (the “Assignor”), and VK 3 SEAVIEW, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York as a foreign limited liability company, having an office at 9500 Bryn Mawr, Suite 340, Rosemont, IL 60018 (the “Assignee”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed thereto in the hereinafter defined Lease Agreement.

RECITALS:

WHEREAS, AGILANT SOLUTIONS, INC., a corporation organized and existing under the laws of the State of New York (the “Company”), presented an application for financial assistance (the “Application”) to the Agency, which Application requested that the Agency consider consenting to the Company assuming an existing Agency project (the “New Project”) consisting of the following: (A)(1) the acquisition of an interest in a certain parcel of land located at 3 Seaview Boulevard, Port Washington, Town of North Hempstead, County of Nassau, New York (Section: 6; Block: 89; Lots: 12, 13 and 61) as more particularly described on Schedule A (the “Land”), (2) the renovation of an existing approximately 72,500 square foot warehouse/office building on the Land (the “Building”), together with related improvements to the Land, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “Equipment”), all of the foregoing for use by the Company and its affiliates as a warehouse/office facility (collectively, the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing; (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and (D) the sublease thereof to the Company or such other entity(ies) as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Assignor is the owner of fee title to the Land and the Building (collectively, the “Facility”); and

WHEREAS, the Company is the tenant under a certain Amended and Restated Ground Lease dated as of March 1, 2018 (the “Overlease”) between the Assignor, as landlord, and the Company, as lessee, pursuant to which the Company leases the Facility from the Assignor; and

WHEREAS, the Agency is the holder of a subleasehold interest in the Facility pursuant to a certain Company Lease Agreement dated as of March 1, 2018 (as amended, modified, supplemented or restated from time to time, the "Company Lease"), between the Company and the Agency, which conveyed to the Agency a subleasehold interest in and to the Facility (with the consent of the Assignor); and

WHEREAS, the Agency undertook the Project as an authorized project under the Act and sub-leased its interest in the Facility to the Company pursuant to a certain Amended and Restated Sublease Agreement (Uniform Project Agreement) dated as of March 1, 2018 between the Agency and the Company (as amended, modified, supplemented or restated from time to time, the "Lease Agreement"); and

WHEREAS, pursuant to a certain Amended and Restated Payment in Lieu of Taxes Agreement dated as of March 1, 2018 (as amended, modified, supplemented and restated to date, the "PILOT Agreement"), by and among the Agency, the Company and the Assignor, the Company and the Assignor jointly and severally agreed to make certain payments in lieu of real property taxes with respect to the Facility, and such obligation is secured by a certain Amended and Restated Mortgage and Assignment of Leases and Rents, dated as of March 1, 2018 (as amended, modified, supplemented and restated to date, the "PILOT Mortgage"), made by the Agency, the Company and the Assignor, as mortgagors, in favor of the County of Nassau, as mortgagee (in such capacity, the "PILOT Mortgagee"), pursuant to which the Agency, the Company and the Assignor granted a first mortgage lien on the Facility to the PILOT Mortgagee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the PILOT Agreement to the Assignee and the Assignee desires to assume all of the obligations of the Assignor under the PILOT Agreement as of the Effective Date; and

WHEREAS, the Agency is willing to consent to the assignment of the Assignor's interest in the PILOT Agreement to the Assignee only if the Assignee agrees to be bound by and comply with each of the terms and conditions set forth in the PILOT Agreement;

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, the Assignee and the Agency mutually covenant, warrant and agree as follows:

1. Assignment. The Assignor hereby assigns, conveys and transfers to the Assignee all of the Assignor's right, title and interest in, to and under the PILOT Agreement.
2. Assumption. The Assignee accepts the assignment of and hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by the Assignor under the PILOT Agreement arising from and after the Effective Date.
3. The Assignee's Indemnification of the Agency. The Assignee shall and does hereby indemnify the Agency against, and agrees to defend (with counsel reasonably selected by

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

4. The Assignor's Indemnification of the Agency. The Assignor shall and does hereby indemnify the Agency against and agrees to defend (with counsel reasonably selected by the Agency) and hold the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Agency in connection with the PILOT Agreement based upon or arising out of any breach or alleged breach of the PILOT Agreement by the Assignor occurring or alleged to have occurred before the Effective Date.

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

6. Subsection (B) of Section 11 of the PILOT Agreement is hereby amended by deleting the notice address for the Overlandlord therein and replacing it with the following:

“IF TO THE OVERLANDLORD:

VK 3 SEAVIEW, LLC
9500 Bryn Mawr, Suite 340
Rosemont, IL 60018
Attn: Roy Splansky

WITH A COPY TO:

Weber Law Group LLP
290 Broadhollow Road, Suite 200E
Melville, NY 11747
Attn: Garrett L. Gray, Esq.

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

8. Governing Law. This Agreement, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

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

10. Counterparts. This Agreement may be executed in any number of counterparts and by the Assignor, the Assignee, the Company and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Assignment Agreement.

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

12. Conflicting Provisions. In the event of any conflict in the terms and provisions of this Agreement and the terms and provisions of the PILOT Agreement, the terms and provisions of this Agreement shall govern.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

14. Company Consent. By its execution and delivery of this Agreement below, the Company hereby acknowledges and consents to the assignment of the Assignor's interest in the PILOT Agreement to the Assignee and the Assignee's assumption of the Assignor's obligations thereunder. The Company hereby ratifies and reaffirms its obligations under the PILOT Agreement and the other Transaction Documents to which it is a party. The Company hereby represents and warrants to the Agency that the PILOT Agreement and the other Transaction Documents to which the Company is a party are in full force and effect and that the Company is not in default thereunder. The Company restates and reiterates the representations and warranties set forth or incorporated by reference in the PILOT Agreement and the other Transaction Documents as of the Effective Date and further 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 PILOT Agreement or any of the other Transaction Documents to which it is a party.

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

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

Assignor: HJJ SEAVIEW REALTY, LLC

By: 
Name: Yong Jin Chang
Title: Manager

Assignee: VK 3 SEAVIEW, LLC

By: _____
Name:
Title:

Agency: NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

Consented and Agreed
as provided in Section 14 above:

AGILANT SOLUTIONS, INC.

By: _____
Name:
Title:

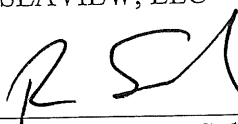
[Signature Page to Assignment, Assumption and First Amendment to PILOT Agreement]

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

Assignor: HJJ SEAVIEW REALTY, LLC

By: _____
Name: Yong Jin Chang
Title: Manager

Assignee: VK 3 SEAVIEW, LLC

By:  _____
Name: Roy L. Splansky
Title: Authorized Signatory

Agency: NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

Consented and Agreed
as provided in Section 14 above:

AGILANT SOLUTIONS, INC.

By: _____
Name: Sonny Chabra
Title: CEO

[Signature Page to Assignment, Assumption and First Amendment to PILOT Agreement]

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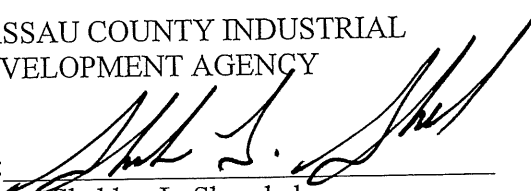
Assignor: HJJ SEAVIEW REALTY, LLC

By: _____
Name: Yong Jin Chang
Title: Manager

Assignee: VK 3 SEAVIEW, LLC

By: _____
Name: Roy L. Splansky
Title: Authorized Signatory

Agency: NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:  _____
Sheldon L. Shrenkel
CEO/Executive Director

Consented and Agreed
as provided in Section 14 above:

AGILANT SOLUTIONS, INC.

By: _____
Name: Sonny Chabra
Title: CEO

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Assignor: HJJ SEAVIEW REALTY, LLC

By: _____
Name: Yong Jin Chang
Title: Manager

Assignee: VK 3 SEAVIEW, LLC

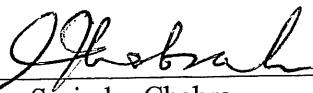
By: _____
Name:
Title:

Agency: NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

Consented and Agreed
as provided in Section 14 above:

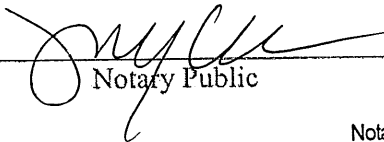
AGILANT SOLUTIONS, INC.

By: 
Name: Surinder Chabra
Title: CEO

[Signature Page to Assignment, Assumption and First Amendment to PILOT Agreement]

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

On the 1st day of November, 2024, before me, the undersigned, personally appeared YONG JIN CHANG, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JOY LEE
Notary Public, State of New York
No. 01LE6425507
Qualified in Queens County
Commission Expires November 22, 2025

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

On the ___ day of November, 2024, before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to Assignment, Assumption and First Amendment to PILOT Agreement]

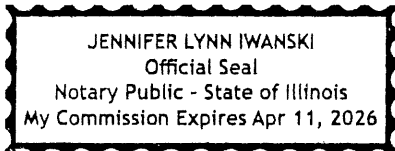
STATE OF NEW YORK)
)SS.:
COUNTY OF)

On the ___ day of _____, 2024, before me, the undersigned, personally appeared Yong Jin Chang, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Illinois
STATE OF ~~NEW YORK~~)
)SS.:
COUNTY OF *Cook*)

On the 01 day of November, 2024, before me, the undersigned, personally appeared Roy L. Splansky, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



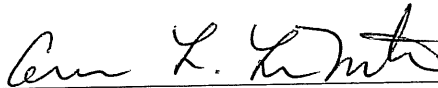
Jennifer Lynn Iwanski

Notary Public

[Acknowledgment Page to Assignment, Assumption and First Amendment to PILOT Agreement]

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

On the 31st day of October, 2024, before me, the undersigned, personally appeared Sheldon L. Shrenkel, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ANNE L. LaMORTE
Notary Public - State of New York
No. 01LA6088378
Qualified in Nassau County
My Commission Expires March 3, 2027

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

On the ___ day of _____, 2024, before me, the undersigned, personally appeared Sonny Chabra, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to Assignment, Assumption and First Amendment to PILOT Agreement]

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

On the ___ day of November, 2024, before me, the undersigned, personally appeared Sheldon L. Shrenkel, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ~~24~~ day of November, 2024, before me, the undersigned, personally appeared Surinder Chabra, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Saranjit S. Bindra
Notary Public

SARANJIT S. BINDRA NOTARY PUBLIC, STATE OF NEW YORK Registration No. 02BI6309594 Qualified in New York County Commission Expires August 11, 2026
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[Acknowledgment Page to Assignment, Assumption and First Amendment to PILOT Agreement]

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING on the northerly side of Seaview Boulevard, as it curves, distant 218.80 feet (217.80 feet map) northwesterly and westerly from an arc of a curve connecting the westerly side of Roslyn West Shore Drive and the northerly side of Seaview Boulevard, as it curves;

RUNNING THENCE North 61 degrees 38 minutes 04 seconds West along the northerly side of Seaview Boulevard, as it curves, 149.11 feet; (149.10 feet map),

THENCE Westerly along an arc of a curve in the northerly side of Seaview Boulevard having a radius of 230 feet, an arc length of 166.99 feet;

THENCE South 76 degrees 46 minutes 00 seconds west along the northerly side of Seaview Boulevard, 173.55 feet;

THENCE North 13 degrees 14 minutes 00 seconds west along the dividing line between Lot No. 13 and land now or formerly of Seagull Associates, 281.74 feet to land now or formerly of the Town of North Hempstead;

THENCE North 80 degrees 07 minutes 20 seconds East along the dividing line between Lot Nos. 13, 12 and part of Lot No. 11 and land now or formerly of the Town of Hempstead, 445.31 feet;

THENCE South 12 degrees 17 minutes 23 seconds East along the dividing line between part of Lot No. 11 and that part of Lot No. 11 now or formerly of Local 282 Building Trust Fund, 412.73 feet to the northerly side of Seaview Boulevard, as it curves, to the point or place of BEGINNING.