

## **AMENDMENT NO. 1 TO UNIFORM PROJECT AGREEMENT**

THIS AMENDMENT NO. 1 TO UNIFORM PROJECT AGREEMENT (this "Amendment") dated as of December 30, 2022 (the "Effective Date"), by and between 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, Mineola, NY 11501 (the "Agency"), and 100 WIRELESS PROPERTY LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 60-21 Flushing Avenue, Maspeth, NY 11378 (the "Company").

### **WITNESSETH:**

WHEREAS, NY TEMPERING LLC, a limited liability company organized and existing under the laws of the State of New York (the "Applicant"), and 100 Wireless Property, LLC, a limited liability company organized and existing under the laws of the State of New York, has presented an application for financial assistance (the "Application") to the Agency, which Application requests that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of a 3.36 acre parcel of land located at 15 East Bethpage Road, Plainview, Town of Oyster Bay, Nassau County, New York (Section: 13; Block: 88; Lot: 21) (the "Land"), (2) the renovation of an existing 54,450 square foot building (collectively, the "Building") on the Land, together with related improvements to the Land, including surface parking spaces, (3) the acquisition of certain furniture, fixtures, machinery and equipment (the "Equipment") necessary for the completion thereof (collectively, the "Project Facility"), all of the foregoing for use by the Applicant for the fabrication of tempering glass for construction materials; (B) the granting of certain "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 (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Agency approved such request, pursuant to and subject to the terms and conditions set forth in its resolution 2021-49 ("Approving Resolution"), adopted July 22, 2021, and entered into a Straight Lease with 100 Wireless Property LLC (the "Company") and approved the Financial Assistance; and

WHEREAS, the Agency appointed the Company as agent of the Agency to undertake the renovation, installation and equipping of the Project Facility, all pursuant to the terms and conditions set forth in the Uniform Project Agreement dated as of September 1, 2021 between the Company and the Agency (the "Project Agreement"), and the other Transaction Documents (as defined in the Project Agreement); and

WHEREAS, pursuant to a joint notification and consent request letter from counsel to the Company, Applicant and the Assignee (as defined hereinafter), dated August 12, 2022 (the "Consent Request"), the Applicant and the Assignee (as such term is hereinafter defined) have requested that the Agency consent to (a) the transfer of the Applicant's interest in the Project

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Facility by the Applicant to its successor in interest, US Glass Depot LLC, a New York limited liability company (the “Assignee”), (b) the assignment of the Tenant Agency Compliance Agreement by the Applicant to the Assignee, (c) to the substitution of the Assignee as an indemnitor and guarantor under the Environmental Indemnity and Guaranty in the place of the Applicant, and (d) the Company has requested that the Agency consent to the amendment of the Sublease Agreement, Uniform Project Agreement and the other Transaction Documents to allow the Company to complete the acquisition, construction, installation and equipping of the Project Facility on or before December 31, 2023 and to extend the Applicant’s status as the Agency’s agent for purposes of its sales tax exemption to December 31, 2023 due to significant delays due to issues with the Town building permit application process (collectively, the “Proposed Transaction”); and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Agency mutually covenant, warrant and agree as follows:

## SECTION I. DEFINITIONS.

SECTION 1.1 Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Transaction Documents.

## SECTION 2. AMENDMENTS.

SECTION 2.1 Effective as of the effective Date, the final Whereas Clause of the Project Agreement is amended and restated in its entirety to read as follows:

“The Company requested the Agency’s consent, and the Agency provided its consent to permit the Company to enter into an Agreement of Sub-Sublease, dated as of September 1, 2021, by and between the Company and NY TEMPERING LLC, a limited liability company, organized and existing under the laws of the State of New York, having an office at 60-21 Flushing Avenue, Maspeth, NY 11378, which Sub-Sublease has been assigned pursuant to an Assignment and Assumption of Sub-Sublease, dated December 30, 2022 (the “Sub-Sublease”), to US GLASS DEPOT LLC, a limited liability company, organized and existing under the laws of the State of New York, having an office at 60-21 Flushing Avenue, Maspeth, NY 11378 (the “Sub-Sublessee”); and”

SECTION 2.2 Effective as of the Effective Date, Subsection (b) of Section 4.3 of the Project Agreement is amended and restated in its entirety to read as follows:

“The Company, as agent for the Agency, will undertake the Project. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Authorizing Resolution to acts reasonably related to the

acquisition, construction, renovation, rehabilitation and equipping of the Project Facility. The right of the Company to act as agent of the Agency shall expire on the earlier of (x) the completion of the Project, or (y) December 31, 2023 (“Termination Date”) as same may be extended by agreement of the Agency; provided, however, that the Agency may extend the Company's agent appointment at its discretion upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.”

SECTION 2.3 Effective as of the Effective Date, Section 8.3 of the Project Agreement is amended and restated in its entirety to read as follows:

“All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

To the Agency: Nassau County Industrial Development Agency  
One West Street  
Mineola, NY 11501  
Attn: Chief Executive Officer

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

To the Company: 100 WIRELESS PROPERTY LLC  
c/o US Glass Depot LLC  
60-21 Flushing Avenue  
Maspeth, NY 11378  
Attn: Haidong Weng

With a copy to: Greenberg Traurig, LLP  
900 Stewart Avenue, 5<sup>th</sup> Floor  
Garden City, NY 11530  
Daniel J. Baker, Esq.”

SECTION 2.4 Effective as of the Effective Date, the Schedule A, Schedule of Definitions in the Project Agreement is amended by deleting the defined term “Guarantor” and replacing it with the following:

““Guarantor” or “Guarantors” means, individually or collectively, as the context may require US GLASS DEPOT LLC, a New York Limited Liability Company, and HAIDONG WENG, XAI TING LI and HAI PU HUANG, each a natural person.”

### SECTION 3. CONDITIONS.

SECTION 3.1      Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof; of the following conditions precedent:

(A) the execution and delivery by the Company and the Agency of an original or counterpart originals of this Amendment;

(B) the Company shall deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment; and

(C) the Company shall pay all fees and expenses (including attorneys' fees and expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated herein.

### SECTION 4. MISCELLANEOUS.

#### SECTION 4.1      Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Company contained in the Transaction Documents, except as expressly modified hereby, are ratified, confirmed and reaffirmed by the Company as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Company represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

SECTION 4.2      Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Project Agreement as amended by this Amendment shall be satisfactory in form and substance to the Agency.

SECTION 4.3      Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 4.4      Reference to Project Agreement. The Project Agreement, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Project Agreement, as amended hereby, are hereby amended so that any reference in the Project Agreement, the Transaction Documents or such other agreements, documents or

instruments executed in connection with the Project Agreement shall mean a reference to the Project Agreement, as amended hereby.

SECTION 4.5            Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 4.6            Successors and Assigns. The Company and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 4.7            Counterparts. This Amendment may be executed in any number of counterparts and by 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 Amendment.

SECTION 4.8            Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 4.9            Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Project Agreement, the terms and provisions of this Amendment shall govern.

SECTION 4.10          No Waiver. Notwithstanding any provision in the Transaction Documents to the contrary, the Agency's consent does not and shall not be construed to mean that there are no defaults or events of default under the Project Agreement or any other Transaction Document or that any such defaults or events of default have been or shall be waived by the Agency.

SECTION 4.11          Entire Agreement. This Amendment constitutes the entire agreement and, understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Company:

**100 WIRELESS PROPERTY LLC**

By: 

Haidong Weng  
Member

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

Colleen Pereira  
Administrative Director

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

Company:

**100 WIRELESS PROPERTY LLC**

By: \_\_\_\_\_

Haidong Weng  
Member

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_

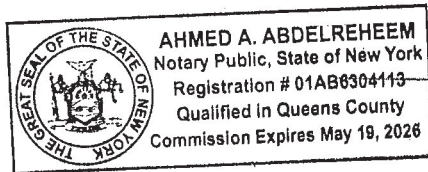
Colleen Pereira  
Administrative Director

STATE OF NEW YORK )

)SS.:

COUNTY OF NASSAU )

On the 28 day of December, 2022, before me, the undersigned, personally appeared **Haidong Weng**, 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.



AHMED A. ABDELREHEEM  
Notary Public

STATE OF NEW YORK )

)SS.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of December, 2022, before me, the undersigned, personally appeared **Colleen Pereira**, personally known to me or proved to me on the basis or 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 \_\_\_\_ day of December, 2022, before me, the undersigned, personally appeared **Haidong Weng**, 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.

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Notary Public

STATE OF NEW YORK )

)SS.:

COUNTY OF NASSAU )

On the 27<sup>th</sup> day of December, 2022, 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/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.



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Notary Public