

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

P & L DEVELOPMENT, LLC

AMENDMENT NO. 1 TO SUBLEASE AGREEMENT
(200 Hicks Street)

Dated as of December 20, 2024

ADDRESS:	200 Hicks Street 255-275 Grand Boulevard Westbury
TOWN:	North Hempstead
COUNTY:	Nassau
STATE:	New York
SECTION:	10
BLOCK:	R
LOTS:	3-6, 727 & 728

AMENDMENT NO. 1 TO SUBLEASE AGREEMENT
(200 Hicks Street)

THIS AMENDMENT NO. 1 TO SUBLEASE AGREEMENT (200 Hicks Street) (this "Amendment") dated as of December 20, 2024 (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, 4th floor, Mineola, NY 11501 (the "Agency"), and P & L DEVELOPMENT, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, having an office at 200 Hicks Street, Westbury, NY 11590 (the "Company").

WITNESSETH:

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, P & L DEVELOPMENT OF NEW YORK CORPORATION, a corporation organized and existing under the laws of the State of New York ("PL Development"), ARME 530 UNION AVENUE LLC, a limited liability company organized and existing under the laws of the State of New York ("ARME530"), and ARME 609-2 CANTIAGUE ROCK ROAD LLC, a limited liability company organized and existing under the laws of the State of New York ("ARME609" and together with ARME530 and PL Development, each an "Applicant" and, collectively, the "Applicants"), presented an application for financial assistance (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") consisting of the following: (A) (1) the acquisition of an interest in an approximately 5.46 acre parcel of land located at 200 Hicks Street/275 Grand Boulevard, Westbury, Town of North Hempstead, County of Nassau, New York (Section: 10; Block: R; Lots: 3-6, 727 and 728) (collectively, the "200 Hicks Parcel"), (2) the renovation of an existing approximately 171,000 square foot building on the 200 Hicks Parcel (collectively, the "200 Hicks Building"), together with related improvements to the 200 Hicks Parcel, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "200 Hicks Equipment"),

all of the foregoing for use by PL Development for the manufacturing and distribution of over-the-counter pharmaceuticals (collectively, the “200 Hicks Project Facility”); (B) (1) the acquisition of an interest in an approximately 1.08 acre parcel of land located at 530 Union Avenue/184 Hicks Street, Westbury, Town of North Hempstead, County of Nassau, New York (Section: 10; Block: R; Lots: 745-750 and 2) (collectively, the “530 Union Parcel”), (2) the renovation of an existing approximately 1,122 square foot building on the 530 Union Parcel (collectively, the “530 Union Building”) and existing surface parking area, together with related improvements to the 530 Union Parcel, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “530 Union Equipment”), all of the foregoing for use by PL Development as a parking facility and conference center (collectively, the “530 Union Project Facility”); (C) (1) the acquisition of an interest in an approximately 1.44 acre parcel of land located at 468 Grand Boulevard, Westbury, Town of North Hempstead, County of Nassau, New York (Section: 11; Block: 330; Lot: 8) (collectively, the “468 Grand Parcel”), (2) the renovation of an existing approximately 50,000 square foot building on the 468 Grand Parcel (collectively, the “468 Grand Building”), together with related improvements to the 468 Grand Parcel, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “468 Grand Equipment”), all of the foregoing for use by PL Development for the manufacturing and distribution of over-the-counter pharmaceuticals (collectively, the “468 Grand Project Facility”); (D) (1) the acquisition of an interest in a parcel of land located at 609-2 Cantiague Rock Road, Westbury, Town of North Hempstead, County of Nassau, New York (Section: 11; Block: B; Lots: 1070 and 1071) (the “609 Cantiague Parcel” and together with the 200 Hicks Parcel, the 530 Union Parcel and the 468 Grand Parcel, collectively, the “Land”), (2) the renovation of an existing approximately 102,000 square foot building on the 609 Cantiague Parcel (collectively, the “609 Cantiague Building” and together with the 200 Hicks Building, the 530 Union Building and the 468 Grand Building, collectively, the “Building”), together with related improvements to the 609 Cantiague Parcel, and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the “609 Cantiague Equipment” and together with the 200 Hicks Equipment, the 530 Union Equipment and the 468 Grand Equipment, collectively, the “Equipment”), all of the foregoing for use by PL Development for the manufacturing and distribution of over-the-counter pharmaceuticals (the “609 Cantiague Project Facility” and together with the 200 Hicks Project Facility, the 530 Union Project Facility and the 468 Grand Project Facility, collectively, the “Project Facility”); (E) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including exemptions or partial exemptions from mortgage recording taxes, sales and use taxes and real property taxes; and (F) the lease (with an obligation to purchase) or sale of the Project Facility to the Applicants or such other entity(ies) as may be designated by the Applicants and agreed upon by the Agency and the sublease of the Project Facility to PL Development; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency pursuant Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on July 20, 2012 to the chief executive officer of Nassau County, New York and of each other affected tax jurisdiction within which the Project Facility or any part thereof is or is to be located; (B) caused notice of the Public Hearing to be published on July 21, 2012 in the Nassau edition of Newsday, a newspaper of general circulation available to residents of the Town of North Hempstead and the County of Nassau, New York; (C) conducted the Public Hearing on August 9, 2012 at 11:00 a.m., local time, at Town Hall, 220 Plandome Road,

Manhasset, Town of North Hempstead, Nassau County, New York; and (D) prepared a report of the Public Hearing (the “Report”) which fairly summarizes the views presented at the Public Hearing and distributed the Report to the members of the Agency; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a meeting of the Agency (the “IDA Meeting”) with respect to the proposed deviation from the Agency’s uniform tax exemption policy and guidelines to be mailed on January 15, 2013 to the chief executive officer of each affected tax jurisdiction, and (B) conducted the IDA Meeting on January 31, 2013 and reviewed any written comments or correspondence received by the Agency before the IDA Meeting regarding the proposed deviation from the Agency’s uniform tax exemption policy; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), the appropriate personnel of the Agency reviewed the environmental assessment form and other materials submitted by the Applicants and made any necessary comments to members of the Agency, and by resolution of the members of the Agency adopted on January 31, 2013, the Agency decided to conduct an uncoordinated review of the Project and determined that the Project is a Type II action under SEQRA and that the Project will not have a significant effect on the environment; and

WHEREAS, by resolution adopted by the members of the Agency on January 31, 2013 (the “Authorizing Resolution”), the Agency, following a review of the Report, determined to proceed with the Project, to grant the Financial Assistance and to enter into the “straight lease transaction” (as such quoted term is defined in the Act) contemplated by the Lease Agreement (as hereinafter defined) and the other Transaction Documents (as defined in the Lease Agreement); and

WHEREAS, the Agency appointed PL Development as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility and the Agency has subleased or sub-subleased, as applicable, the Project Facility to PL Development, all pursuant to the terms and conditions set forth in four (4) certain Sublease Agreements dated as of November 1, 2013 between PL Development and the Agency and the other Transaction Documents; and

WHEREAS, PL Development subsequently merged with and into the Company and, therefore, the Company is the current sublessee under that certain Sublease Agreement dated as of November 1, 2013 (as amended, the “Lease Agreement”) between the Agency and the Company with respect to the 200 Hicks Project Facility; and

WHEREAS, by letter dated October 27, 2023 (the “Default Letter”), the Agency notified the Company that the Company is not in compliance with its obligations under the Lease Agreement and the other Transaction Documents and that one (1) or more defaults have occurred as a result of the failure to maintain the Minimum Employment Requirement (as defined in the Lease Agreement) required as of December 31, 2022, as evidenced by the jobs report submitted by the Company to the Agency on or about February 13, 2023; and

WHEREAS, pursuant to the Default Letter, the Agency also notified the Company that a Recapture Event has occurred as a result of the failure to maintain the Minimum Employment Requirement at all times during the term of the Lease Agreement, which constitutes a Recapture Event pursuant to Section 11.4(C)(4) of the Lease Agreement; and

WHEREAS, pursuant to a notification and consent request letter from the Company's counsel dated September 13, 2024 (the "Consent Request"), the Company has requested that the Agency (i) waive the Event of Default and the Recapture Event (each as defined in the Default Letter), (ii) amend the Lease Agreement to reduce the Minimum Employment Requirement (as defined in the Lease Agreement) for calendar year 2024 and each year thereafter during the term of the Lease Agreement, (iii) acknowledge that the Company may count toward the Minimum Employment Requirement the number of persons employed by Epic Pharma, LLC ("Epic") at the 609 Cantiague Project Facility, (iv) amend the PILOT Agreement (as defined in the Lease Agreement) to increase the annual payments thereunder in amounts proportionate to the jobs shortfall, and (v) amend the Related Lease with respect to the 609 Cantiague Project Facility to permit the manufacturing and distribution of prescription pharmaceuticals as a permitted use thereunder (collectively, the "Amendment Transaction"); and

WHEREAS, no additional Financial Assistance is being requested by the Company with respect to the Amendment Transaction and, therefore, no public hearing of the Agency is required pursuant to Section 859-a of the Act; and

WHEREAS, the members of the Agency approved the Amendment Transaction pursuant to a resolution adopted by the members of the Agency on September 19, 2024 (the "Consent Resolution") and authorized the Agency to enter into, inter alia, this Amendment;

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 1. DEFINITIONS; CONSENT.

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 Lease Agreement.

SECTION 1.2 Consent. The Agency hereby consents to the Amendment Transaction and waives the Event of Default and Recapture Event set forth in the Default Letter, subject to the terms of this Amendment.

SECTION 2. AMENDMENTS.

SECTION 1.1 Effective as of the Effective Date, subsection (N) of Section 2.2 of the Lease Agreement is amended and restated in its entirety to read as follows:

“(N) The Company shall maintain or cause to be maintained not less than four hundred seventy (470) full-time equivalent, private sector jobs effective as of and for the 2024 calendar year, four hundred eighty (480) full-time equivalent, private sector jobs effective as of and for the 2025 calendar year, and four hundred ninety-five (495) full-time equivalent, private sector jobs effective as of and for the 2026 calendar year and at all times thereafter throughout the term of this Lease; all of which jobs shall, at all applicable times during the term of this Lease, be located at the Project Facility and/or the “Project” Facility” (as such quoted term is used in each Related Lease) (collectively, the “Minimum Employment Requirement”). The Agency acknowledges that the Company may count toward the Minimum Employment Requirement the number of persons employed by Epic Pharma, LLC at the 609 Cantiague Project Facility.”

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 and the Overlandlord shall deliver such other consents, waivers, documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment, including, without limitation, an amendment of the PILOT Agreement consistent with the terms approved by the Agency pursuant to the Consent Resolution;

(C) all other documents and legal matters in connection with this Amendment and the transactions contemplated by the Lease Agreement as amended by this Amendment, shall be satisfactory in form and substance to the Agency; and

(D) the Company shall pay to the Agency a consent fee in the amount of \$750 and shall pay all reasonable fees and expenses (including reasonable 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 hereby.

SECTION 4. MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Company contained in the Lease Agreement and the other 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.

(C) The Company represents and warrants to the Agency that no Event of Default specified in the Lease Agreement or in any of the other Transaction Documents has occurred and is continuing (except the Event of Default set forth in the Default Letter) and no event has occurred and is continuing which with notice or lapse of time or both would become an Event of Default specified in the Lease Agreement or in any of the other Transaction Documents.

SECTION 4.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Lease 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 Lease. The Lease Agreement, the other Transaction Documents, and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Lease Agreement, as amended hereby, are hereby amended so that any reference to the "Lease Agreement" or the "Lease" in the Lease Agreement, the other Transaction Documents such other agreements, documents or instruments executed in connection with the Lease Agreement shall mean a reference to the Lease 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; Electronic Transmission. 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. Delivery of an executed

counterpart of a signature page of this Amendment by facsimile or email shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may be modified only by a written agreement signed by Authorized Representatives of the Company and the Agency. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or email shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may be modified only by a written agreement signed by Authorized Representatives of the Company and the Agency.

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 Lease Agreement, the terms and provisions of this Amendment shall govern.

SECTION 4.10 No Waiver. The execution and delivery of this Amendment by the Agency does not and shall not be construed to mean that there are no defaults or events of default under the Lease Agreement or any other Transaction Document or that any such defaults or events of default have been, are hereby, or shall be waived by the Agency (except for the Event of Default set forth in the Default Letter).


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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.

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

Company:

P & L DEVELOPMENT, LLC

By: 
Name: Evan Singer
Title: President

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Sheldon L. Shrenkel
Chief Executive Officer / Executive Director

*[Signature Page to Amendment No. 1 to Sublease Agreement
(200 Hicks Street)]*

STATE OF New York)
)SS.:
COUNTY OF Nassau)

On the 14 day of November, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Evan Singer, 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

MELISSA A VALLAKIS
Notary Public, State of New York
No. 01VA6189328
Qualified in Nassau County
Commission Expires June 23, 2028

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

On the 23 day of November, 2024, before me, the undersigned, a Notary Public in and for said State, 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 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. 02OB6235944
Qualified in Nassau County
Commission Expires February 14, 2026

*[Acknowledgment Page to Amendment No. 1 to Sublease Agreement
(200 Hicks Street)]*