

LIF INDUSTRIES, LLC, as successor to LIF INDUSTRIES, INC.,

and

LIF HOLDING GROUP, INC.

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AMENDMENT OF PILOT AGREEMENT

Dated as of December 30, 2021

AMENDMENT OF PILOT AGREEMENT

THIS AMENDMENT OF PILOT AGREEMENT (this "Amendment") dated as of December 30, 2021 (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"), LIF INDUSTRIES, LLC, a limited liability company duly organized and existing under the laws of the State of New York, having an office at 5 Harbor Park Drive, Port Washington, NY 11050 (the "Company"), and LIF HOLDING GROUP, INC., a corporation duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign corporation, having an office at 5 Harbor Park Drive, Port Washington, NY 11050 (the "Landlord").

RECITALS:

WHEREAS, LIF INDUSTRIES, INC., as predecessor in interest to the Assignor, submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 7.66 acre parcel of land located at 5 Harbor Park Drive, Port Washington, Town of North Hempstead, Nassau County, New York (Section: 6; Block: 86; Lots: 4, 5, 6A and 6B) (the "5 Harbor Parcel" or the "Land"), (2) the renovation of the existing building (collectively, the "5 Harbor Building" or the "Building") on the 5 Harbor Parcel, together with related improvements to the 5 Harbor Parcel, and (3) the acquisition of certain furniture, fixtures, machinery and equipment (the "5 Harbor Equipment" or the "Equipment") necessary for the completion thereof (collectively, the "5 Harbor Project Facility" or the "Project Facility"); (B)(1) the acquisition of an interest in an approximately 2.92 acre parcel of land located at 10 Harbor Park Drive, Port Washington, Town of North Hempstead, Nassau County, New York (Section: 6; Block: 58; Lot: 102) (the "10 Harbor Parcel"), (2) the renovation of the existing building (collectively, the "10 Harbor Building") on the 10 Harbor Parcel, together with related improvements to the 10 Harbor Parcel, and (3) the acquisition of certain furniture, fixtures, machinery and equipment (the "10 Harbor Equipment") necessary for the completion thereof (collectively, the "10 Harbor Project Facility"); (C)(1) the acquisition of an interest in an approximately 3.03 acre parcel of land located at 18 Industrial Park Drive, Port Washington, Town of North Hempstead, Nassau County, New York (Section: 6; Block: 86; Lot: 9) (the "18 Industrial Parcel"), (2) the renovation of the existing building (collectively, the "18 Industrial Building") on the 18 Industrial Parcel, together with related improvements to the 18 Industrial Parcel, and (3) the acquisition of certain furniture, fixtures, machinery and equipment (the "18 Industrial Equipment") necessary for the completion thereof (collectively, the "18 Industrial Project Facility"), all of the foregoing for use by the Assignor and/or its affiliates as their office, manufacturing, warehousing and distribution facility; (D) 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; (E) the lease (with an obligation to purchase), license or sale of the Project Facility to the Assignor or such other entity as may be designated by the Assignor and agreed upon by the Agency; and (F) the sublease thereof to the Assignor or such other entity(ies) as may be designated by the Assignor and agreed upon by the Agency; and

WHEREAS, Assignor leased the Project Facility to the Agency pursuant to the terms and conditions set forth in the Company Lease Agreement dated as of July 1, 2016 between the Assignor, as lessor, and the Agency, as lessee (the “Company Lease”); and

WHEREAS, a memorandum of the Company Lease Agreement was recorded in the Nassau County Clerk’s Office on August 24, 2016 in Liber 13402, at Page 693; and

WHEREAS, the Agency appointed the Assignor as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and the Agency subleased the Project Facility to the Assignor, all pursuant to the terms and conditions set forth in a certain Sublease Agreement dated as of July 1, 2016 between the Assignor and the Agency relating to the Project Facility (as otherwise amended, modified, supplemented or restated from time to time, and collectively, the “Lease”) and the other Transaction Documents (as defined in the Lease); and

WHEREAS, pursuant to a joint notification and consent request letter from the Assignor and Purchaser (as defined hereinafter), dated December 14, 2020, (collectively, the “Consent Request”), the Assignor and the Landlord have requested that the Agency consent to: (a) consent to the restructuring of the Assignor from a Corporation to a Limited Liability Company, (b) the change in the ownership and control the Assignor to Unified Door and its affiliates (the “Purchaser”), (c) amendment of the Lease and other Transaction Documents (including the assignment, amendment or restatement of finance mortgages); (d) to the addition of new indemnitor(s), to be determined and accepted by the Nassau County Industrial Agency at its sole discretion, respectively (the “New Indemnitor”), under the Environmental Indemnity; and (e) the conveyance of the 5 Harbor Parcel from the Assignor to Landlord (collectively, the “Proposed Transaction”); and

WHEREAS, pursuant to a certain Payment in Lieu of Taxes Agreement dated as of July 1, 2016 (the “PILOT Agreement”), by and between the Assignor and the Agency, the Assignor agreed to make certain payments in lieu of real property taxes with respect to the Land and the improvements thereon, and such obligation is secured by a certain Mortgage, dated as of July 1, 2016, and recorded on August 24, 2016 in Liber 41455, Page 586 (the “PILOT Mortgage”), made by the Agency and the Assignor, as mortgagors, in favor of the PILOT Mortgagee, pursuant to which the Agency and the Assignor granted a first mortgage lien on the Land and the improvements thereon to the PILOT Mortgagee; and

WHEREAS, the Assignor and Landlord desire to have Landlord share all of the Assignor’s right, title and interest in and to the PILOT Agreement and the Landlord desires to assume all of the obligations of the Assignor under the PILOT Agreement; and

WHEREAS, the Agency is willing to consent to the Landlord’s acquisition of an interest in the PILOT Agreement only if the Landlord 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 Landlord and the Agency mutually covenant, warrant and agree as follows:

1. Amendment. The Landlord is hereby added the PILOT Agreement as if it was an original party thereto with equal rights and obligations to the Assignor.

2. Assumption. The Landlord accepts and hereby assumes and, together with the Assignor, 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. Consent to Amendment. The Agency hereby consents to the foregoing Amendment 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.

6. 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 Landlord 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.

7. 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.

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

9. Counterparts. This Amendment may be executed in any number of counterparts and by the Landlord, the Assignor 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.

10. 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.

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

12. 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 Page Intentionally Left Blank – Signature Pages Follow)

(Signature Page to Assignment of PILOT)

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


Assignor:

LIF INDUSTRIES, LLC, as successor in interest to LIF INDUSTRIES, INC.

By: 
Michael Gallo
President

Landlord:

LIF HOLDING GROUP, INC.

By: 
Name: Michael Gallo
Title: President

Agency:

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Harry Coghlan
Executive Director

(Signature Page to Assignment of PILOT)

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

Company:

LIF INDUSTRIES, LLC, as successor in interest to LIF INDUSTRIES, INC.

By: _____
Michael Gallo
President

Landlord:

LIF HOLDING GROUP, INC.

By: _____
Name:
Title:

Agency:

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:  _____
Harry Coghlan
Executive Director

(Acknowledgment Page to Assignment of PILOT)

STATE OF _____)
) SS.
COUNTY OF _____)

On the ____ day of November in the year 2021, 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 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, and that such individual made such appearance before the undersigned in _____.

Notary Public
My Commission Expires: _____

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

On the 9th day of December, 2021, before me, the undersigned, personally appeared **Michael Gallo**, 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.

Patricia E. Baker

Notary Public
PATRICIA E. BAKER
Notary Public, State of New York
No. 4827520
Qualified in Nassau County
Commission Expires April 30, 2022

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

On the ____ day of November, 2021, before me, the undersigned, personally appeared **Harry Coghlan**, 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

(Acknowledgment Page to Assignment of PILOT)

STATE OF _____)
) SS.
COUNTY OF _____)

On the ____ day of November in the year 2021, 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 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, and that such individual made such appearance before the undersigned in _____.

Notary Public
My Commission Expires:

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

On the ____ day of November, 2021, before me, the undersigned, personally appeared **Michael Gallo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 23 day of November, 2021, before me, the undersigned, personally appeared **Harry Coghlan**, 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.

JOHN J. ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6256003
COMM. EXP. MARCH 12, 2024

Notary Public