

**AMENDMENT NO. 1 TO SUBLEASE AGREEMENT**  
**(Uniform Project Agreement)**

THIS AMENDMENT NO. 1 TO SUBLEASE AGREEMENT (Uniform Project Agreement) (this "Amendment") dated as of January 12, 2026 (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 DELTA SHEET METAL MERGER LLC, a limited liability company organized and existing under the laws of the State of New York, as successor-by-merger to DELTA SHEET METAL CORP., a corporation duly organized and existing under the laws of the State of New York, having an office at 39-35 Skillman Avenue, Long Island City, NY 11104 (the "Company" or "Delta").

**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, Delta Sheet Metal Corp. ("Delta Corp."), 940 RE Company LLC, a limited liability company organized and existing under the laws of the State of New York ("940RE"), and Steel 940, LLC, a limited liability company 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 limited liability company ("Steel" and together with Delta Corp. and 940RE, the "Applicants"), submitted a joint 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 3.05 acre parcel of land located at 940 South Oyster Bay Road, Hicksville, Town of Oyster Bay, Nassau County, New York (Section: 46; Block: N; Lot: 72) (the "Land"), (2) the renovation of an approximately 66,000 square foot portion of the existing approximately 74,000 square foot building on the Land (collectively, the "Building"), together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Equipment"), all of the foregoing for use by Delta Corp. and its affiliates as an office, manufacturing and warehouse

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 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”); (C) the lease (with an obligation to purchase), license or sale of the Project Facility to 940RE and Steel, as tenants-in-common, or such other entity(ies) as may be designated by 940RE and Steel and agreed upon by the Agency; and (D) the sublease of the Project Facility by 940RE and Steel (or such other entity(ies) designated by 940RE and Steel and agreed upon by the Agency) to Delta Corp. (or such other entity designated by Delta Corp. and agreed upon by the Agency); and

WHEREAS, the Agency appointed Delta Corp. as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility and sub-leased the Project Facility to Delta Corp., and Delta Corp. agreed to act as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility and sub-leased the Project Facility from the Agency, all pursuant to the terms and conditions set forth in that certain Sublease Agreement (Uniform Project Agreement) dated as of August 1, 2017 (as amended, modified, supplemented and restated to date, the “Lease”) between the Agency and Delta Corp., and in the other Transaction Documents (as defined in the Lease); and

WHEREAS, by letter dated October 23, 2023 (the “Default Letter”), the Agency notified the Applicants that Delta Corp. is not in compliance with its obligations under the Lease 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) required as of December 31, 2022, as evidenced by the jobs report submitted by Delta Corp. to the Agency on or about March 31, 2023; and

WHEREAS, pursuant to the Default Letter, the Agency also notified Delta Corp. that one (1) or more recapture events have occurred as a result of the failure to maintain the Minimum Employment Requirement at all times during the term of the Lease, which constitute Recapture Events pursuant to the Lease; and

WHEREAS, pursuant to a letter dated March 14, 2025, the Applicants requested that the Agency consent to the transfer by 940RE to Steel of 940RE’s existing right, title and interest in the Project Facility as tenant-in-common with Steel, such that Steel would become the sole owner of fee title to the Project Facility (collectively, the “Fee Transfer Transaction”); and

WHEREAS, the Fee Transfer Transaction was consummated on April 7, 2025; and

WHEREAS, pursuant to a letter dated June 12, 2025, the Company has proposed that the Agency waive the default and recapture events set forth in the Default Letter, as well as default and recapture events for FY2023 resulting from a job shortage as of December 31, 2023 and for FY2024 resulting from a job shortage as of December 31, 2024 (collectively, the “Job Defaults”), and enter into an amendment of the Lease to adjust the Minimum Employment Requirement and certain other amendments to the Transaction Documents in connection therewith (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 July 28, 2025 (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.

SECTION 1.2 Consent. The Agency hereby consents to (a) the Amendment Transaction and waives the Job Defaults, subject to the terms of this Amendment, (b) the ownership structure of the Company described in Section 1.3 of this Amendment and waives any defaults arising from any prior transfers of ownership interests in the Company made without the Agency’s prior written consent, and (c) the merger of Delta Corp. with and into Delta Sheet Metal Merger LLC, a limited liability company organized and existing under the laws of the State of New York such that the “Company” shall hereafter refer to and mean such limited liability company.

SECTION 1.3 Recapture of Benefits. In consideration of the Agency’s consent to waive the Job Defaults and any Recapture Events arising as a result of the Job Defaults, the Agency has agreed to accept the sum of \$39,620.50 as a partial recapture of the value of exemptions from real property taxes through and including the 2024/25 tax years (the “Partial Recapture”). Nothing in this Section shall constitute a waiver of any default, Events of Default or Recapture Event other than the Job Defaults and the parties acknowledge and agree that the Partial Recapture does not include the value of any sales and use tax exemptions or mortgage recording tax exemptions that have been obtained in connection with the Project. The parties agree that any such sales and use tax exemptions, mortgage recording tax exemptions and the value of any exemptions with respect to the 2025/26 tax year and any subsequent tax years during the term of the Lease are not included in the Partial Recapture and shall become due and payable in accordance with the Lease in the event of the occurrence of a Recapture Event (other than the Recapture Event arising as a result of the Job Defaults).

#### SECTION 2. AMENDMENTS.

SECTION 1.1 Effective as of the Effective Date, the definitions of “Company,” “Environmental Indemnification,” “Guarantor,” “Guaranty,” and “Overlandlord” set forth in Section 1.1 of the Lease are amended and restated in their entirety to read as follows:

“Company” means Delta Sheet Metal Merger LLC, a limited liability company organized and existing under the laws of the State of New York, as successor-by-merger to Delta Sheet Metal Corp., together with its successors and assigns, to the extent permitted pursuant to this Lease.

“Environmental Indemnification” means (i) the Environmental Compliance and Indemnification Agreement of even date herewith from the Company, 940 RE Company LLC, Steel 940, LLC, Peter J. Pappas, Sr., Peter J. Pappas, Jr., James Pappas, Joseph J. Lostritto and Glenn Lostritto in favor of the Agency, as ratified and reaffirmed, and (ii) the Environmental Compliance and Indemnification Agreement dated as of January 12, 2026 from the Company, 940 RE Company LLC, Steel 940, LLC, Peter J. Pappas, Jr., James Pappas, Joseph J. Lostritto, Glenn Lostritto, P.J.M. Intermediate, LLC and Electra USA Inc. in favor of the Agency.”

“Guarantor” or “Guarantors”, individually or collectively as the context may require, Peter J. Pappas, Jr., James Pappas, Joseph J. Lostritto and Glenn Lostritto, each a natural person, Electra USA Inc., a Delaware corporation, and P.J.M. Intermediate, LLC, a Delaware limited liability company.

“Guaranty” means (i) the Guaranty of even date herewith from Peter J. Pappas, Sr., Peter J. Pappas, Jr., James Pappas, Joseph J. Lostritto and Glenn Lostritto, as ratified and reaffirmed, and (ii) the Guaranty dated as of January 12, 2026 from the Guarantors in favor of the Agency.

“Overlandlord” means Steel 940, LLC, a limited liability company 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 limited liability company.”

SECTION 1.2 Effective as of the Effective Date, subsection (M) of Section 2.2 of the Lease is amended and restated in its entirety to read as follows:

“(M) The Company shall (i) maintain not less than one hundred seventy-one (171) full-time equivalent, private sector jobs effective as of and for the 2025 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 (collectively, the “Minimum Employment Requirement”).”

SECTION 1.3 Effective as of the Effective Date, subsection (R) of Section 2.2 of the Lease is amended and restated in its entirety to read as follows:

“(R) The Company is and shall at all times during the term of this Lease continue to be owned solely by P.J.M. Intermediate, LLC, a Delaware limited liability company (“PJM”). PJM is and shall at all times during the term of this Lease continue to be owned solely by Electra USA Inc., a Delaware corporation (“Electra USA”). Electra USA is and shall at all

times during the term of this Lease continue to be owned solely by Electra Ltd., a publicly-traded Israeli corporation. ”

### 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, Steel, 940RE and the Guarantors 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 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 \$50,928, the general counsel's fee in the amount of \$8,109, 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 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 or in any of the other Transaction Documents has occurred and is continuing

(except the Job Defaults) 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 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 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, 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, as amended hereby, are hereby amended so that any reference to the "Lease Agreement" or the "Lease" in the Lease, the other Transaction Documents such other agreements, documents or instruments executed in connection with the Lease shall mean a reference to the Lease, 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.

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, 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 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 Job Defaults).

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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:

**DELTA SHEET METAL MERGER LLC**

By: 

Name: *Peter Pappas*

Title: *CEO*

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

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

Sheldon L. Shrenkel

Chief Executive Officer / Executive Director

*[Signature Page to Amendment No. 1 to  
Sublease Agreement (Uniform Project Agreement)]*

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

Company:

**DELTA SHEET METAL MERGER LLC**

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

Name:

Title:

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

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

Sheldon L. Shrenkel

Chief Executive Officer / Executive Director

*[Signature Page to Amendment No. 1 to  
Sublease Agreement (Uniform Project Agreement)]*

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

On the 8<sup>th</sup> day of December, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Pappas, 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.

*[Handwritten Signature]*

Notary Public  
**VIVIENNE M TSOUMAS**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 01TS6423114  
Qualified in Nassau County  
Commission Expires October 4, 2029

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

On the \_\_\_ day of November, 2025, 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

*[Acknowledgment Page to Amendment No. 1 to  
Sublease Agreement (Uniform Project Agreement)]*

STATE OF )  
 )SS.:  
COUNTY OF )

On the \_\_\_ day of November, 2025, before me, the undersigned, a Notary Public in and for said State, 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.

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Notary Public

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

On the 7<sup>th</sup> day of <sup>January, 2026</sup> ~~November, 2025~~, 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.



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Notary Public

Paul V O'Brien  
Notary Public State of New York  
No. 020B6235944  
Qualified in Nassau County  
Commission Expires February 14, ~~2025~~ 2027

*[Acknowledgment Page to Amendment No. 1 to  
Sublease Agreement (Uniform Project Agreement)]*