

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

COX AUTOMOTIVE, INC., successor-by-assignment
to DEALERTRACK, INC., as successor-in-interest
to DEALERTRACK TECHNOLOGIES, INC.

AMENDMENT NO. 3 TO SUBLEASE AGREEMENT

Dated as of October 9, 2025

ADDRESS:	3400 New Hyde Park Road
VILLAGE:	North Hills
TOWN:	North Hempstead
COUNTY:	Nassau
STATE:	New York
SECTION:	8
BLOCK:	A
LOTS:	880 and 881

AMENDMENT NO. 3 TO SUBLEASE AGREEMENT

THIS AMENDMENT NO. 3 TO SUBLEASE AGREEMENT (this "Amendment") dated as of October 9, 2025 (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 COX AUTOMOTIVE, INC., successor-by-assignment to Dealertrack, Inc., as successor-in-interest to Dealertrack Technologies, 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 6205 Peachtree Dunwoody Road, Atlanta, GA 30328 (the "Company" or "Cox").

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, DEALERTRACK TECHNOLOGIES, INC., a corporation 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 (the "Applicant"), presented an application (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 9.6 acre parcel of land located at 3400 New Hyde Park Road, Incorporated Village of North Hills, Town of North Hempstead, County of Nassau, New York (Section: 8; Block: A; Lots: 880 and 881) (the "Land"), (2) the construction of an approximately 233,000 square foot office building on the Land, together with related improvements to the Land (collectively, the "Building"), 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 the Applicant as its world headquarters 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"); and

(C) the lease, 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, at the time the Overlease (as hereinafter defined) was executed and delivered, the Overlandlord (as hereinafter defined) was the owner of fee title to the Land and the Building; and

WHEREAS, the Applicant entered into an Amended and Restated Agreement of Lease dated as of June 24, 2015 (the "Overlease") between DT-XCIII-IS, LLC, as successor landlord (in such capacity, the "Overlandlord"), and the Applicant, as tenant, pursuant to which the Applicant leased the Premises (as defined in the Overlease) from the Overlandlord; and

WHEREAS, the Agency appointed the Applicant as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and the Agency sub-subleased the Project Facility to the Applicant, all pursuant to the terms and conditions set forth in the Sublease Agreement dated as of June 1, 2015 between the Applicant and the Agency (as amended, modified, supplemented, restated and assigned, the "Lease"), and the other Transaction Documents (as defined in the Lease); and

WHEREAS, in accordance with the provisions of the Lease, the Company purchased all of the outstanding shares of stock of Dealertrack, Inc., successor-in-interest to the Applicant ("Dealertrack"), on or about October 1, 2015; and

WHEREAS, in connection with the foregoing corporate transaction, Dealertrack requested that the Agency consent to the assignment by Dealertrack to the Company of all of Dealertrack's rights, title and interest in and to the Lease and the other Transaction Documents and the assumption by the Company of all of Dealertrack's duties and obligations thereunder, all pursuant to a letter from the Company's counsel to the Agency dated November 7, 2017 (the "Assignment Transaction"); and

WHEREAS, pursuant to a resolution adopted by the members of the Agency on November 16, 2017, the Agency approved the Assignment Transaction and authorized the Agency to enter into the amendment documents required to effectuate such transaction; and

WHEREAS, without notice to or the consent of the Agency, the Overlandlord transferred its fee interest in the Facility to 3400 New Hyde Park Rd Ground Owner LLC (the "Fee Owner") by bargain and sale deed dated March 22, 2022 and simultaneously entered into that certain Ground Lease Agreement dated as of March 22, 2022 (the "Ground Lease") between the Fee Owner, as ground lessor, and the Overlandlord, as ground lessee, pursuant to which the Fee Owner ground leased the Facility to the Overlandlord, it being understood by the parties thereto that the Overlease would remain in full force and effect as between the Overlandlord and the Company; and

WHEREAS, by letter dated October 19, 2023 (the "Default Letter"), the Agency notified the Company that the Company was not in compliance with its obligations under the Lease and the other Transaction Documents and that a default had occurred as a result of, inter alia, 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 dated February 22, 2023 submitted by the Company to the Agency; and

WHEREAS, pursuant to the Default Letter, the Agency also notified the Company that a Recapture Event had occurred as a result of, inter alia, the failure to maintain the Minimum Employment Requirement at all times during the term of the Lease, which constitutes a Recapture Event pursuant to Section 11.4(C)(7) of the Lease; and

WHEREAS, by letter dated February 6, 2025, the Company proposed that (i) the Agency waive the defaults and Recapture Events set forth in the Default Letter as well as all subsequent defaults and Recapture Events resulting from the failure to meet the Minimum Employment Requirement through and including December 31, 2024, (ii) the Agency enter into an amendment of the Lease to adjust the Minimum Employment Requirement effective for the 2025 calendar year and to make certain other amendments to the Transaction Documents in connection therewith, (iii) the Agency accept a Recapture of Benefits payment from the Company in the form of a lump sum payment, and (iv) the Agency enter into an amendment of the PILOT Agreement (as defined in the Lease) to increase the PILOT payments thereunder for the remainder of the term thereof (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 February 27, 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 the Amendment Transaction, acknowledges the transfer of fee title to the Project Facility to Fee Owner as well as the creation of the leasehold interest pursuant to the Ground Lease, and waives the defaults and Recapture Events set forth in the Default Letter as well as all subsequent defaults and Recapture Events resulting from the failure to meet the Minimum Employment Requirement through and including December 31, 2024, subject to the terms of this Amendment. The Agency acknowledges and agrees that in the event of the occurrence of a Recapture Event after the Effective Date, any resulting calculation of a recapture of benefits shall be based on the Agency's calculation of the Benefits accruing after the Effective Date, it being agreed that the Recapture of Benefits (as

hereinafter defined) is accepted in full settlement of the Recapture Events specified in the Default Letter.

SECTION 2. AMENDMENTS.

SECTION 1.1 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 continue to employ not less than four hundred seventy-five (475) full-time equivalent, private sector employees throughout the term of this Lease (it being understood and agreed that such employees are not required to be located at the Project Facility, provided, however, that same shall be located in Nassau County) (collectively, the “Minimum Employment Requirement”).”

SECTION 1.2 Effective as of the Effective Date, subsection (Y) of Section 2.2 of the Lease shall be added and shall read as follows:

“(Y) Overlandlord transferred its fee interest in the Project Facility to 3400 New Hyde Park Rd Ground Owner LLC (the “Fee Owner”) by bargain and sale deed dated March 22, 2022 and simultaneously entered into that certain Ground Lease Agreement dated as of March 22, 2022 (the “Ground Lease”) between the Fee Owner, as ground lessor, and the Overlandlord, as ground lessee, pursuant to which the Fee Owner ground leased the Project Facility to the Overlandlord, it being understood by the parties thereto that the Overlease would remain in full force and effect as between the Overlandlord and the Company.”

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 and restatement 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 (i) a consent fee in the amount of \$750, (ii) a Recapture of Benefits in the amount of \$4,752,305 (the "Recapture of Benefits"), and (iii) 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 has occurred and is continuing under the Lease or any of the other Transaction Documents (except the Events of Default specified in the Default Letter and the continuation of such Events of Default through the date hereof) 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 (except as specified in the Default Letter and the continuation of same through the date hereof).

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. 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, 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 defaults or Events of Default specified in the Default Letter as such defaults or Events of Default continue through the date hereof).

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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:

COX AUTOMOTIVE, INC., successor-by-assignment
to Dealertrack, Inc., as successor-in-interest to Dealertrack
Technologies, Inc.

By: 

Name: Scott LeTourneau

Title: Authorized Signatory

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Sheldon L. Shrenkel

Chief Executive Officer / Executive Director

[Signature Page to Amendment No. 3 to Sublease Agreement]

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to Dealertrack, Inc., as successor-in-interest to Dealertrack
Technologies, Inc.

By: _____
Name: Scott LeTourneau
Title: Authorized Signatory

Agency:

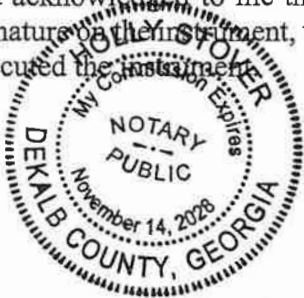
**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

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

[Signature Page to Amendment No. 3 to Sublease Agreement]

STATE OF)
)SS.:
COUNTY OF)

On the 5 day of ^{August} ~~July~~, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott LeTourneau, 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.



Holly Stover

Notary Public

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

On the ____ day of July, 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. 3 to Sublease Agreement]

STATE OF)
)SS.:
COUNTY OF)

On the ___ day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott LeTourneau, 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 ⁰²⁻¹⁶⁻²⁵ 3rd day of ~~July~~, 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

Paul V. O'Brien
Notary Public State of New York
No. 02OB6235944
Qualified in Nassau County
Commission Expires February 14, ~~2025~~ 2027

[Acknowledgment Page to Amendment No. 3 to Sublease Agreement]