
NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
as sublessor

AND

THE ENTITIES LISTED AS OWNER(S)
ON SCHEDULES A-1 AND A-2 HERETO
as sublessees

THIRD AMENDMENT OF
MASTER SUBLEASE AGREEMENT

DATED AS OF AUGUST 1, 2024

Affecting the Properties in the County of
Nassau, State of New York, as more
particularly described in Exhibit A-1 and
Exhibit A-2 to this Third Amendment
of Master Sublease Agreement

Prepared By:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Paul V. O'Brien, Esq.

THIRD AMENDMENT OF MASTER SUBLEASE AGREEMENT

THIS THIRD AMENDMENT OF MASTER SUBLEASE AGREEMENT (this “Amendment”) dated as of August 1, 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 THE ENTITIES LISTED AS OWNER(S) ON SCHEDULES A-1 AND A-2 HERETO, each having an office at 575 Underhill Boulevard, Syosset, NY 11791 (each, a “Company” and, collectively, the “Companies”).

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 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, as amended from time to time, 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, LONG ISLAND INDUSTRIAL MANAGEMENT LLC, a limited liability company organized and existing under the laws of the State of New York (the “Applicant”), presented an application (the “Original Application”) to the Agency, which Original Application requested that the Agency consider undertaking a project (the “Original Project”) consisting of the following: (A) (1) the acquisition of an interest in those certain parcels of land more particularly identified on Schedule A-1 attached hereto, which parcels are more particularly described in Exhibit A-1 attached hereto (collectively, the “Original Land”), (2) the renovation of the existing buildings on the Existing Land (collectively, the “Original Building”), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the “Original Equipment”), all of the foregoing for use as commercial and industrial facilities (collectively, the “Original Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or

sale of the Original Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Applicant proposed that one (1) or more of single-purpose real estate holding companies controlled by the principals of the Applicant (together with the Applicant, the “Existing Companies”) be the owners of one (1) or more properties comprising the Original Project Facility; and

WHEREAS, by resolution adopted by the members of the Agency on March 21, 2013 (the “Authorizing Resolution”), the Agency determined to proceed with the Original Project, to grant the Original Financial Assistance and to enter into the “straight lease transaction” (as such quoted term is defined in the Act) contemplated by the Lease (as defined below) and the other Transaction Documents (as defined in the Lease); and

WHEREAS, the Existing Companies have granted a leasehold interest in their respective interests in the Original Project Facility to the Agency pursuant to the terms and conditions set forth in that certain Master Company Lease Agreement dated as of June 1, 2013 (as amended, modified, supplemented and restated to date, the “Company Lease”) between the Agency and the Existing Companies; and

WHEREAS, the Agency appointed the Existing Companies as agents of the Agency to undertake the acquisition, renovation, installation and equipping of the Original Project Facility and subleased the Original Project Facility to the Existing Companies, and the Existing Companies acted as agents of the Agency to undertake the acquisition, renovation, installation and equipping of the Original Project Facility and subleased the Original Project Facility from the Agency, all pursuant to the terms and conditions set forth in that certain Master Sublease Agreement dated as of June 1, 2013 (as amended, modified, supplemented and restated to date, the “Lease”) between the Agency and the Existing Companies and in the other Transaction Documents; and

WHEREAS, pursuant to certain Payment in Lieu of Taxes Agreements, dated as of June 1, 2013 between the respective Existing Companies and the Agency (as amended, modified, supplemented and restated to date, collectively, the “Existing PILOT Agreement”), each Existing Company agreed to make certain payments in lieu of real property taxes with respect to the portions of the Existing Land and the improvements thereon owned by each such Existing Company; and

WHEREAS, on or about March 20, 2024, the Applicant presented an application for financial assistance (the “New Application”) to the Agency, which New Application requested that the Agency consider undertaking a new project (the “New Project” and together with the Original Project, the “Project”) consisting of the following: (A) (1) the retention of and extension of the term of the Agency’s interest in the Original Land, (2) the acquisition of an interest in those certain parcels of land more particularly identified on Schedule A-2 attached hereto, which parcels are more particularly described on Exhibit A-2 attached hereto (collectively, the “New Land” and together with the Original Land, the “Land”) from the respective owners thereof (the “New Companies”), (3) the renovation of the Original Building, (4) the renovation of the existing buildings on the New Land (collectively, the “New Building” and together with the Original Building, the “Building”), and (5) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the “New Equipment” and together with the Original Equipment, the

“Equipment”), all of the foregoing for use as commercial and industrial facilities (collectively, the “New Project Facility” and together with the Original Project Facility, the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions or amended exemptions from real property taxes and mortgage recording taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Applicant and/or the Companies; and

WHEREAS, any approval of the New Project and the granting of the Financial Assistance is contingent upon, inter alia, a determination by the members of the Agency to proceed with the New Project following a determination by the Agency that (i) the applicable public hearing and notice requirements and other procedural requirements contained in the Act relating to the New Project have been satisfied, and (ii) the undertaking of the New Project by the Agency and the granting of the Financial Assistance are and will be in compliance with all other applicable requirements of the Act, SEQRA (as hereinafter defined), and all other statutes, codes, laws, rules and regulations of any governmental authority having jurisdiction over the New Project or the Project Facility (collectively, the “Applicable Laws”); and

WHEREAS, the CEO/Executive Director of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the New Project and the Financial Assistance contemplated by the Agency with respect to the New Project, to be mailed on July 18, 2024 to the chief executive officer of the County of Nassau, New York, and of each other affected tax jurisdiction within which the Project Facility is or is to be located; (B) caused notice of the Public Hearing to be published on July 18, 2024 in the Nassau edition of *Newsday*, a newspaper of general circulation available to residents of the County of Nassau, New York; (C) caused the Public Hearing to be conducted on July 29, 2024, (i) at 10:00 a.m., local time, at Town Hall, 220 Plandome Road, Manhasset, Town of North Hempstead, County of Nassau, New York, and (ii) at 12:00 noon, local time, at Village Hall, One ‘Raz’ Tafuro Way, Village of Muttontown, Town of Oyster Bay, Nassau County, New York; (D) caused the Public Hearing to be streamed on the Agency’s website in real-time and caused a recording of the Public Hearing to be posted on the Agency’s website, all in accordance with Section 857 of the Act; and (E) caused a transcript of the Public Hearing (the “Report”) to be prepared which transcribed the views presented at the Public Hearing and distributed the Report to the members of the Agency; and

WHEREAS, the New Application states that the Applicant is seeking an exemption from real property taxes with respect to the Project Facility that constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (the “Tax Exemption Policy”); and

WHEREAS, in accordance with Section 874(4) of the Act, (A) the CEO/Executive Director of the Agency caused notice of a meeting of the Agency (the “IDA Meeting”) with respect to the proposed deviation from the Tax Exemption Policy to be mailed on July 18, 2024 to the chief executive officer of each affected tax jurisdiction and to the district clerk of each applicable school district (the “Deviation Notice”); and (B) the members of the Agency conducted the IDA Meeting on July 29, 2024 and reviewed any written comments or correspondence received with respect to the proposed deviation from the Agency’s uniform tax exemption policy and approved the proposed deviation; and

WHEREAS, pursuant to Article 8 of the New York Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (“NYSDEC”), being 6 N.Y.C.R.R. Part 617, et. seq., as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the New Project; and

WHEREAS, by resolution adopted by the members of the Agency on July 29, 2024 (the “SEQRA Resolution”), the Agency determined that the New Project is a Type II Action under SEQRA and, therefore, is precluded from further environmental review; and

WHEREAS, by resolution adopted by the members of the Agency on July 29, 2024 (the “Amended Authorizing Resolution”), the Agency determined to proceed with the New Project, to grant the Financial Assistance and to amend the Lease, the Existing PILOT Agreement and the other Transaction Documents in connection with the New Project;

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 Companies and the Agency mutually covenant, warrant and agree as follows:

ARTICLE 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. The Lease shall constitute the “Uniform Project Agreement” with respect to the Project.

ARTICLE II AMENDMENTS.

SECTION 2.1 Effective as of the Effective Date, each New Company hereby agrees to (a) comply with all provisions of the Lease applicable to the Companies and (b) perform and observe all covenants and obligations of a Company thereunder.

SECTION 2.2 Section 1.1 of the Lease is hereby amended by deleting the definitions therein of the following defined terms and replacing them with the following:

“‘Bank’ shall mean New York Community Bank, as holder of the Bank Loan, together with its successors and/or assigns that are banks, insurance companies, pension funds, REMIC trusts, or other financial institutions or collateralized mortgage backed securities lenders, provided that the Agency is given notice of any such succession or assignment in accordance with Section 12.1 of this Lease.

‘Bank Loan’ means that certain mortgage loan in the original consolidated principal amount of \$346,666,667 made to the Companies and currently held by the Bank, as evidenced, secured and guarantied by the documents, instruments and agreements listed in Schedule B to this Lease.

‘Building’ shall have the meaning set forth in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Company’ or ‘Companies’ shall have the meaning set forth in the preamble to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Deviation Notice’ shall have the meaning set forth in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Environmental Indemnification’ means, collectively, (i) the Environmental Compliance and Indemnification Agreement dated as of June 1, 2013 from the Existing Companies and the Guarantor in favor of the Agency, and (ii) the Environmental Compliance and Indemnification Agreement dated as of August 1, 2024 from the Companies and the Guarantor in favor of the Agency.

‘Equipment’ shall have the meaning assigned to such term in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies, and shall include all those materials, machinery, equipment, fixtures or furnishings intended to be acquired with the proceeds of any payment made by a Company pursuant to Section 4.1(H) of this Lease, and such substitutions and replacements therefor as may be made from time to time pursuant to this Lease, including without limitation, all the Property described in Exhibit B attached to this Lease. “Equipment” shall not include: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1) year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor vehicles, including any cars, trucks, vans or buses, that are licensed by the Department of Motor Vehicles or similar agency for use on public highways or streets.

‘Financial Assistance’ shall have the meanings assigned to such term both in the Lease and in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies, the parties agreeing that such Financial Assistance with respect to the New Project shall consist of (i) an exemption from mortgage recording tax (by reason of Section 874 of the Act, except for the portion of the mortgage recording tax allocated to transportation districts referenced in Section 253(2)(a) of the Tax Law of the State of New York) with respect to the recording of the Bank Mortgages having a value not exceeding the Maximum Mortgage Recording Tax Benefit, and (ii) an exemption from real property taxes pursuant to the PILOT Agreement, which exemption from real property taxes the Agency has estimated to have a net present value of \$18,676,255.31.

‘Guaranty’ means, collectively, (i) the Guaranty dated as of June 1, 2013 from the Guarantor to the Agency, and (ii) the Guaranty dated as of August 1, 2024 from the Guarantor to the Agency.

‘Hazardous Material’ or ‘Hazardous Materials’ means all (i) hazardous materials including, without limitation, any explosives, radioactive materials, radon, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, lead based paints, petroleum, petroleum products, methane, hazardous materials, hazardous chemicals, hazardous wastes, extremely hazardous wastes, restricted hazardous wastes, hazardous or toxic substances, toxic pollutants, hazardous air pollutants, pollutants, contaminants, toxic chemicals, toxics, pesticides or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 5101, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.) the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), Articles 15 or 27 of the New York State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation of any Governmental Authority having jurisdiction, and (ii) substances identified as emerging contaminants by any Governmental Authority, including, but not limited to, (a) per- and polyfluoroalkyl substances (“PFAS”), including, but not limited to, perfluorooctanoic acid (“PFOA”) and perfluorooctanesulfonic acid (“PFOS”), and (b) 1, 4 dioxane.

‘IDA Meeting’ shall have the meaning assigned to such term in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Land’ shall have the meaning assigned to such term in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies and is more particularly described in Exhibit A-1 and Exhibit A-2 to this Lease.

‘PILOT Agreement’ means, collectively, (i) those certain Payment in Lieu of Taxes Agreements dated as of June 1, 2013, between each Existing Company and the Agency, pursuant to which the respective Existing Companies shall make certain payments in lieu of real property taxes with respect to the Premises to which each such Payment in Lieu of Taxes Agreement relates, and (ii) those Payment in Lieu of Taxes Agreements dated as of August 1, 2024, between each New Company and the Agency, pursuant to which the respective New Companies shall make certain payments in lieu of real property taxes with respect to the Premises to which each such Payment in Lieu of Taxes Agreement relates.

‘Project’ shall have the meaning set forth in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Project Facility’ shall have the meaning set forth in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Public Hearing’ shall have the meaning set forth in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Report’ shall have the meaning set forth in the recitals to that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

‘Transaction Documents’ means the Company Lease, the Bill of Sale to Agency, the PILOT Agreement, the PILOT Mortgage, this Lease, the Guaranty, the Environmental Indemnification, the Sales Tax Exemption Letter, and all other instruments, agreements, certificates and documents related thereto and executed in connection therewith, and any other instrument, agreement, certificate or document supplemental thereto.”

SECTION 2.3 Section 1.1 of the Lease is hereby amended by adding the following defined terms thereto as such terms are defined in that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies:

Amended Authorizing Resolution
Effective Date
Existing Companies
Existing PILOT Agreement
New Application
New Building
New Companies
New Equipment
New Land
New Project
New Project Facility
Original Application
Original Building
Original Equipment
Original Land
Original Project
Original Project Facility

SECTION 2.4 Section 1.1 of the Lease is hereby amended by adding the following defined terms thereto:

“‘Anti-Terrorism Laws’ means any applicable laws relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act, applicable laws comprising or implementing the Bank Secrecy Act, and applicable laws administered by the

United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing may from time to time be amended, renewed, extended, or replaced).

'Blocked Person' shall have the meaning assigned to such term in Section 8.15 of this Lease.

'Commissioner of Labor' shall have the meaning assigned to such term in Section 8.16 of this Lease.

'Long-Term Project' shall have the meaning assigned to such term in Section 4.1(O) of this Lease.

'Maximum Mortgage Recording Tax Benefit' means \$2,600,000, which represents the maximum value of the mortgage recording tax exemption that would not otherwise be available to the Companies without the Agency's involvement in the New Project.

'PILOT Mortgage' means, individually or collectively as the context may require, each Mortgage and Assignment of Leases and Rents made by the respective Companies and the Agency, as mortgagors, to the PILOT Mortgagee, pursuant to which the Agency and each Company have granted a first lien mortgage on their respective interests in the Premises to the PILOT Mortgagee to secure their respective obligations under the PILOT Agreement.

'PILOT Mortgagee' means the County of Nassau, as mortgagee, together with its successors and assigns in such capacity.

'Prevailing Wage Law' shall have the meaning assigned to such term in Section 8.16 of this Lease.

'Restricted Party' means any individual or entity: (a) listed in the Annex to the Executive Order No. 13224 or is otherwise subject to the provisions of such Executive Order; (b) listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, as updated or amended from time to time, or any similar list issued by OFAC; or (c) whose property has been blocked, or is subject to seizure, forfeiture or confiscation, by any order relating to terrorism or money laundering issued by the President, Attorney General, Secretary of State, Secretary of Defense, Secretary of the Treasury or any other U.S. State or Federal governmental official or entity.

'SEQRA Resolution' in that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies.

'Sustainability Project' shall have the meaning assigned to such term in Section 4.1(O) of this Lease."

SECTION 2.5 Effective as of the Effective Date, subsection (N) of Section 2.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“(N) The Companies (i) shall maintain or shall cause the Applicant to maintain their current level of employment in the State of New York as set forth in the New Application (i.e., six (6) full-time equivalent, private sector jobs as more particularly described in the New Application) throughout the term of this Lease, (ii) create or cause the Applicant to create at least six (6) new additional full-time equivalent, private sector jobs as described in the New Application on or before December 31, 2025 and maintain such new jobs throughout the term of this Lease, (iii) cause the Sublessees to maintain not less than one thousand five hundred (1,500) full-time equivalent, private sector jobs throughout the term of this Lease, and (iv) in connection with the New Project, create the equivalent of at least three hundred fifty (350) new, full-time equivalent (based on a 35-hour work week), private sector construction jobs over a period of five (5) years, which construction jobs may be created at any time during the period from the Effective Date through December 31, 2029 (but, for purposes of clarity, not all such construction jobs are required to exist at the Project Facility at all times during such period); all of which jobs shall, at all applicable times during the term of this Lease, be located at the Project Facility except as expressly set forth herein (collectively, the “Minimum Employment Requirement”).”

SECTION 2.6 Section 2.2 of the Lease is hereby amended by adding the following representations, warranties and covenants at the end thereof:

“(Y) The New Application was true, correct and complete as of the date it was submitted to the Agency, and no event has occurred or failed to occur since such date of submission which cause the New Application to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading.

(Z) Each owner, occupant or operator receiving Financial Assistance hereby certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

(AA) The Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Sections 859-a and 862(1) thereof.

(BB) The Project Facility does not and will not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project. The Project Facility shall not be used or operated in violation of Section 862(2) of the Act. For purposes of this representation, retail sales shall mean: (i) sales by a registered vendor under Article 28 of the New York Tax Law primarily engaged in the retail sale of tangible personal property, as defined in subparagraph (i) of paragraph four of subdivision (b) of Section 1101 of the Tax Law of the State of New York; or (ii) sales of a service to such customers.

(CC) The total aggregate cost of undertaking and completing the New Project is at least \$100,000,000.”

SECTION 2.7 Section 4.1 of the Lease is hereby amended by adding the following subsections (O) and (P) thereto:

“(O) The Companies agree to promptly undertake and diligently proceed to completion of the New Project consisting of (i) the acquisition, renovation, installation and equipping of certain heat pumps, insulation, air conditioner units and other equipment to increase the environmental sustainability of the Project Facility and reduce its carbon footprint (the “Sustainability Project”), such Sustainability Project having an estimated cost of not less than \$25,000,000 and which shall be completed on or before December 31, 2029, and (ii) the acquisition, renovation, installation and equipping of capital improvements, building reconfigurations, building alterations and equipment installations at the Project Facility (the “Long-Term Project”), such Long-Term Project having an estimated cost of not less than \$75,000,000 and which shall be completed on or before December 31, 2050.

(P) With respect to the New Project, the Companies covenant and agree to make a total investment in the Project Facility in an amount not less than \$90,000,000 (which represents the product of (1) 0.90 and (2) the sum of \$100,000,000 being the total project costs as stated in the New Application). The Companies shall provide written documentation of such investment, in form and substance satisfactory to the Agency, no later than February 11th of each calendar year with respect to the investment made in the Project Facility during the immediately preceding calendar year.”

SECTION 2.8 The Lease is hereby amended by adding the following Section 4.4 thereto:

“SECTION 4.4 PURPOSE OF THE PROJECT. It is understood and agreed by the Agency and the Companies that the purposes of the granting of the Financial Assistance are to promote, develop, encourage and assist in the acquiring, renovating, reconstructing, improving, maintaining, equipping and furnishing of the Project Facility to advance the job opportunities, health, general prosperity and economic welfare of the people of the County and the State, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration, and to otherwise accomplish the purposes of the Act.”

SECTION 2.9 Subsection (B) of Section 5.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“(B) Provided that all amounts, costs and expenses payable by the Companies to the Agency under this Lease and all other Transaction Documents are paid in full, the subleasehold estate created hereby shall terminate at 12:00 a.m. on the earlier to occur of (1) December 31, 2040 (the “Stated Expiration Date”), or (2) the date that this Lease shall terminate pursuant to Article X or Article XI hereof.

SECTION 2.10 Section 5.2 of the Lease is hereby amended by adding the following subsection (D) thereto:

“(D) Notwithstanding the provisions of subsection (B) above, the Companies shall have the right to extend the Stated Expiration Date until December 31, 2050 (the “Extension Option”) upon strict compliance with the provisions of this subsection (D). In order to exercise such

Extension Option, the Companies must submit to the Agency not less than sixty (60) days nor more than ninety (90) days prior to the Stated Expiration Date written documentary evidence that the Companies are in compliance with the then applicable Minimum Employment Requirement, have undertaken and completed the Sustainability Project and are not in default under any of the Transaction Documents beyond applicable notice and cure periods. Within thirty (30) days after receipt of the foregoing, the Agency will either confirm its approval (not to be unreasonably withheld) of the above conditions, or describe in reasonable detail its basis for rejecting same. Subject to the Companies' compliance with the foregoing and approval thereof by the Agency, this Lease shall be deemed extended as set forth above, and the PILOT Agreement shall be deemed extended as set forth in Section 2(B)(1)(b) thereof."

SECTION 2.11 Section 5.3 of the Lease is hereby amended by adding the following subsection (F) thereto:

"(F) The Companies agree to pay to the Agency on the date of execution and delivery of that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies, the following fees: (1) a closing compliance fee in the amount of \$2,500.00, (2) an Agency administrative fee in the amount of \$282,000, with respect to the New Project, and (3) the Agency's general counsel fee in the amount of \$100,000 (collectively, the "Supplemental Administrative Fee"). The Supplemental Administrative Fee is non-refundable and is deemed earned in full upon the execution and delivery of that certain Third Amendment of Master Sublease Agreement dated as of August 1, 2024 between the Agency and the Companies."

SECTION 2.12 Section 6.6 of the Lease is hereby amended by adding the following subsection (D) thereto:

"(D) A copy of the PILOT Agreement is attached hereto as Exhibit J."

SECTION 2.13 Subsection (D) of Section 8.11 of the Lease is hereby deleted in its entirety and replaced with the following:

"(D) The Companies agree to file with the Agency on a calendar year basis not later than February 10th of each year during the term of this Lease, measured as of December 31st of the immediately preceding calendar year, a report (i) certifying the full-time equivalent jobs retained and the full time equivalent jobs created as a result of the granting of the Financial Assistance, by category, including full-time equivalent independent contractors and employees of independent contractors that work at the Project Facility, and (ii) certifying that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that were set forth in the New Application are then still accurate or, if not then still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Said annual report shall be in substantially the form promulgated from time to time by the Agency. The current form of report is annexed hereto as Exhibit G. The Companies shall provide such annual report (and supporting documentation) with respect to their employees and shall cause their Affiliates, contractors and agents and all Sublessees to provide such report (and supporting documentation) with

respect to their respective employees, if any, at the Project Facility. The Agency shall have the right, at the Companies' expense, to audit, confirm and/or require additional information with regard thereto and the Companies agree to cooperate with and to cause their Affiliates and such third parties to cooperate with the Agency in connection therewith."

SECTION 2.14 The following Section 8.15 is hereby added at the end of Article VIII of the Lease:

"SECTION 8.15 ANTI-TERRORISM LAWS

- (A) General. Neither any Company nor any director, officer, member, manager or shareholder of any Company, nor any Affiliate of any of the foregoing, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.
- (B) Executive Order No. 13224. Neither any Company, nor any director, officer, member, manager or shareholder of any Company, nor any Affiliate of any of the foregoing, nor their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by the Transaction Documents, is any of the following (each a "Blocked Person"):
 - (1) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;
 - (2) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;
 - (3) a Person or entity with which any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;
 - (4) a Person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224;
 - (5) a Person or entity that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list, or
 - (6) a Person or entity who is affiliated or associated with a person or entity listed above.

- (C) Blocked Person or Transactions. Neither any Company, nor any director, officer, member, manager or shareholder of any Company, nor any Affiliate of any of the foregoing, nor to any Company's knowledge any of its agents acting in any capacity in connection with the transactions contemplated by the Transactions Documents (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.
- (D) Trading with the Enemy. The Companies are not engaged, nor does it intend to engage, in any business or activity prohibited by the Trading with the Enemy Act.
- (E) OFAC and Patriot Act. The Companies represent, warrant, covenant and agree as follows: (i) each Company, its directors, officers, members, managers, shareholders and Affiliates are in compliance with all Anti-Terrorism Laws; (ii) each Company shall immediately notify the Agency if it obtains knowledge that it or any of its Affiliates has become or been listed as a Restricted Party or has been charged with or has engaged in any violation of any Anti-Terrorism Law; (iii) the Companies shall not receive any funds from a Restricted Party and, in any case, exclude any funds derived from any Restricted Party or from any person or entity involved in the violation of any Anti-Terrorism Law from being used to pay the Indebtedness or any part thereof; (iv) the Companies shall not transfer or permit the transfer of any legal or beneficial ownership interest of any kind in the Companies to a Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; (v) the Companies shall not acquire, directly or indirectly, ownership interest of any kind in any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law, (vi) the Companies shall not form any partnership or joint venture or conduct any business with any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law, (vii) the Companies shall not act, directly or indirectly, as the agent or representative of any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; and (viii) the Companies shall indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency from and against any costs incurred by the Agency, and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, as a result of any violation of an Anti-Terrorism Law by the Companies or any of their directors, officers, members, managers, shareholders or Affiliates.
- (F) OFAC and Patriot Act. The Companies represent, warrant, covenant and agree as follows: (i) each Company, its directors, officers, members, managers, shareholders and Affiliates are in compliance with all Anti-Terrorism Laws; (ii) each Company shall immediately notify the Agency if it obtains knowledge that it or any of its Affiliates has become or been listed as a Restricted Party or has been

charged with or has engaged in any violation of any Anti-Terrorism Law; (iii) the Companies shall not receive any funds from a Restricted Party and, in any case, exclude any funds derived from any Restricted Party or from any person or entity involved in the violation of any Anti-Terrorism Law from being used to pay the Indebtedness or any part thereof; (iv) the Companies shall not transfer or permit transfer of any legal or beneficial ownership interest of any kind in any Company to a Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; (v) the Companies shall not acquire, directly or indirectly, ownership interest of any kind in any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law, (vi) the Companies shall not form any partnership or joint venture or conduct any business with any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law, (vii) the Companies shall not act, directly or indirectly, as the agent or representative of any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; and (viii) the Companies shall indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency from and against any costs incurred by the Agency, and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, as a result of any violation of an Anti-Terrorism Law by the Companies or any of their directors, officers, members, managers, shareholders or Affiliates.

SECTION 2.15 The following Section 8.16 is hereby added at the end of Article VIII of the Lease:

“SECTION 8.16 REQUIREMENTS OF LABOR LAW SECTION 224-a.

- (A) The Companies hereby acknowledge that the Agency has made the Companies aware of the provisions of Part FFF of the New York State FY2020-21 Enacted Budget (Chapter 58 of the Laws of 2020 of the State of New York), which provisions are codified, in part, at Sections 224-a, 224-b and 224-c of the New York State Labor Law (the “Prevailing Wage Law”). Each Company represents and warrants that it has read and made itself familiar with the requirements of the Prevailing Wage Law and the applicability of such requirements to the New Project, including consultation with its counsel with respect to such requirements.
- (B) If the New Project is a “covered project” within the meaning of the Prevailing Wage Law, the Companies covenant and agree with the Agency to comply with the following requirements:
 - (1) The Companies shall certify, under penalty of perjury, within five (5) days of commencement of construction work whether the Project is subject to the provisions of the Prevailing Wage Law. Such certification shall be made pursuant to a standard form developed by the Commissioner of Labor of the State of New York (the “Commissioner of Labor”). A copy of the current form of such certification is attached hereto as Exhibit K. A copy of such

certification shall be filed with the Agency not later than five (5) days after any filing required by the Prevailing Wage Law.

- (2) The Companies shall retain original payroll records in accordance with Section 220 of the New York State Labor Law for a period of six (6) years from the conclusion of the construction work. All such payroll records shall be subject to inspection on request of the Commissioner of Labor or the Agency. The Companies may authorize the prime contractor of the New Project to take responsibility for retaining and maintaining payroll records, but will be held jointly and severally liable for any violations of such contractor. All such records obtained by the Commissioner of Labor or the Agency shall be subject to the New York State Freedom of Information Law.
- (C) In accordance with the Prevailing Wage Law, the Companies may seek guidance from the “public subsidy board” contained in Section 224-c of the New York State Labor Law as to whether or not the New Project is subject to the requirements of the Prevailing Wage Law. If any Company obtains an opinion of the public subsidy board with respect to the New Project, said Company shall deliver to the Agency: (1) a copy of such opinion within ten (10) days after receipt by said Company, and (2) any correspondence between said Company and the public subsidy board or the Commissioner of Labor promptly after receipt or delivery of same, as the case may be.
- (D) In accordance with Section 224-a(8)(d) of the New York State Labor Law, the Agency is required to identify the nature and dollar value of the “public funds” (as such term is defined in the Prevailing Wage Law) provided by the Agency with respect to the New Project and whether any such funds are excluded under Section 224-a(3) of the New York State Labor Law. The Agency shall comply with such requirement by delivering the statement attached to this Agreement as Exhibit L on the Effective Date.

SECTION 2.16 Subsection (A) of Section 10.1 of the Lease is hereby amended by adding the following clause (23) at the end thereof:

“(23) The Companies shall fail (i) to commence the Sustainability Project as contemplated by Section 4.1 of this Lease within ninety (90) days after the Effective Date, or (ii) to continue with due diligence to perform or cause to be performed the Sustainability Project as contemplated by Section 4.1 of this Lease, or (iii) to substantially complete such Sustainability Project on or before the date set forth for the completion of such work in Section 4.1 of this Lease.”

SECTION 2.17 Subsection (C) of Section 11.4 of the Lease is hereby amended by adding the following clauses (9) and (10) at the end thereof:

“(9) The New Application, or documentation in support of the New Application, contained a false or intentionally misleading statement as to any fact material to the New Application or omitted any information which, if included, would have rendered any information in the New Application or supporting documentation false or misleading in any material respect, and such false or misleading statement or omission was made knowingly and intentionally for the purpose of obtaining the Financial Assistance; or

(10) The Companies shall fail (i) to commence the Sustainability Project as contemplated by Section 4.1 of this Lease within ninety (90) days after the Effective Date, or (ii) to continue with due diligence to perform or cause to be performed the Sustainability Project as contemplated by Section 4.1 of this Lease, or (iii) to substantially complete such Sustainability Project on or before the date set forth for the completion of such work in Section 4.1 of this Lease.”

SECTION 2.18 Section 12.1 of the Lease is hereby amended by deleting the notice addresses for the Company and the Agency and replacing them with the following:

“IF TO THE COMPANIES:

c/o Long Island Industrial Management LLC
575 Underhill Boulevard
Syosset, NY 11791
Attn: Avi Schron

WITH A COPY TO:

Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, NY 11001
Attn: John Ryan, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency
One West Street, 4th floor
Mineola, NY 11501
Attn: CEO/Executive Director

WITH A COPY TO:

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attn: Paul V. O’Brien, Esq.”

SECTION 2.19 The reference to “Lisa A. Cairo, Esq., Jaspan Schlesinger LLP, 300 Garden City Plaza, Garden City, NY 11530” in Subsection (A) of Section 12.13 of the Lease is hereby deleted and replaced with the following:

“John Ryan, Esq., c/o Ryan, Brennan & Donnelly LLP, 131 Tulip Avenue, Floral Park, NY 11001.”

SECTION 2.20 Subsections (A) and (B) of Section 12.15 of the Lease are hereby deleted in their entirety and replaced with the following:

“(A) At all times during the term of this Lease, the Companies shall not (and shall cause their Affiliates not to) discriminate against any customer, occupant, employee or applicant for employment because of race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by Applicable Law. The Companies shall use reasonable efforts to ensure that employees and applicants for employment with any tenant, subtenant, occupant or user of the Project Facility, or any part thereof, or any contractor or subcontractor with respect to the Project Facility, are treated without regard to their race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by Applicable Law. As used herein, the term “treated” shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(B) The Companies shall, in all solicitations or advertisements for employees placed by or on behalf of the Companies (or any of their Affiliates), state that all qualified applicants will be considered for employment without regard to race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by Applicable Law.”

SECTION 2.21 Section 12.19 of the Lease is hereby amended by adding the following subsection (G) at the end thereof:

“(G) The Agency hereby grants to the Companies an exemption from mortgage recording taxes not to exceed the Maximum Mortgage Recording Tax Benefit, in connection with the financing of the costs of the acquisition, renovation, installation and equipping of the Project Facility and any future financing, refinancing or permanent financing of any such costs. The Companies acknowledge that such exemption by the Agency does not extend to the portion of the mortgage recording tax allocated to transportation districts referenced in Section 253(2)(a) of the Tax Law of the State of New York. The Companies represent and warrant (1) that the real property secured by the Bank Mortgage is located within a transportation district referenced in Section 253(2)(a) of the Tax Law of the State of New York, and (2) that upon recording any Bank Mortgage, the Companies shall pay the mortgage recording tax

allocated to transportation districts referenced in Section 253(a)(2) of the Tax Law of the State of New York.”

SECTION 2.22 Exhibit A to the Lease is hereby deleted in its entirety and replaced with Exhibit A-1 and Exhibit A-2 attached to this Amendment.

SECTION 2.23 Schedule A to the Lease is hereby deleted in its entirety and replaced with Schedule A-1 and Schedule A-2 attached to this Amendment

SECTION 2.24 Exhibit G to the Lease is hereby deleted in its entirety and replaced with Exhibit G attached to this Amendment.

SECTION 2.25 Exhibit J to the Lease is hereby deleted in its entirety and replaced with Exhibit J attached to this Amendment.

SECTION 2.26 The Lease is amended by adding an Exhibit K thereto in the form of Exhibit K attached to this Amendment.

SECTION 2.27 The Lease is amended by adding an Exhibit K thereto in the form of Exhibit K attached to this Amendment.

ARTICLE III 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 Companies and the Agency of an original or counterpart originals of this Amendment;

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

(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 Companies shall pay the Agency’s Supplemental Administrative Fee (as defined above) and 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.

ARTICLE IV MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Companies contained in the Transaction Documents, except as expressly modified by this Amendment or by any document, instrument or agreement executed in connection with this Amendment, are ratified, confirmed and reaffirmed by the Companies 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) Each 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 such Company, enforceable against such Company in accordance with its terms.

(C) Each Company represents and warrants to the Agency that no Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

(D) Neither any Company nor the Applicant nor any Affiliate of any Company or the Applicant has employed or retained any appointed or elected government official to solicit or secure the Agency's agreement to enter into this Amendment upon an agreement or understanding for a commission or percentage, brokerage or contingent fee.

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 document, instrument or agreement 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 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, are hereby amended so that any reference to the "Lease" or the "Lease Agreement" in the Lease, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Lease shall mean a reference to the Lease, as amended by this Amendment.

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 Companies 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 Companies 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. This Amendment may be modified only by a written agreement signed by Authorized Representatives of the Companies 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. Except as expressly provided herein, this Amendment shall not be construed to be a waiver or modification, express or implied, of any of the terms or provisions of the Lease, any other Transaction Document or any other agreement, document or instrument executed and/or delivered in connection with any of the foregoing, or of any of the Agency's rights thereunder, all of which are and shall remain in full force and effect. This Amendment shall not be construed to constitute a consent to other or further action by the Companies or to entitle the Companies to any other consent.

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 page intentionally left blank)

[Signature Page to Third Amendment of Master Sublease Agreement]

IN WITNESS WHEREOF, the parties have executed this Third Amendment of Master Sublease Agreement as of the dated first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Name: Sheldon L. Shrenkel

Title: CEO/Executive Director

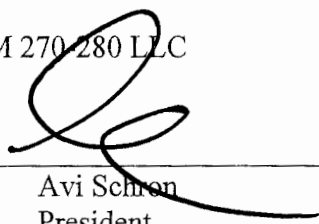
230 DUFFY OWNER LLC

By: 

Avi Schron

President

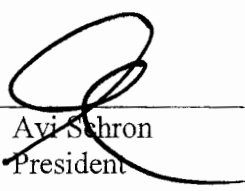
GSM 270-280 LLC

By: 

Avi Schron

President

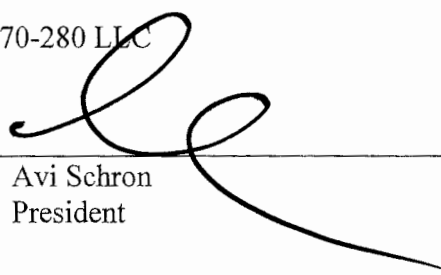
ICA 270-280 LLC

By: 

Avi Schron

President

SAF 270-280 LLC

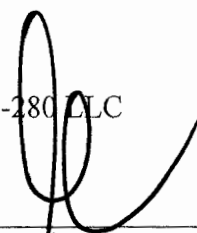
By: 

Avi Schron

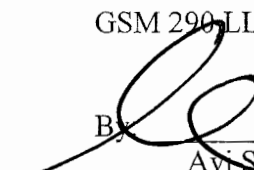
President

[Signature Page to Third Amendment of Master Sublease Agreement]

FED 270-280 LLC

By: 
Avi Schron
President

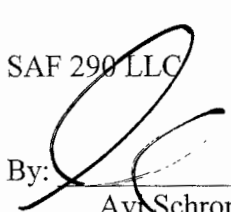
GSM 290 LLC

By: 
Avi Schron
President

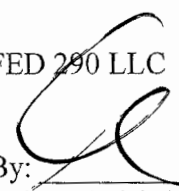
ICA 290 LLC

By: 
Avi Schron
President

SAF 290 LLC

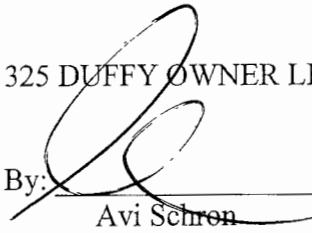
By: 
Avi Schron
President

FED 290 LLC

By: 
Avi Schron
President

[Signature Page to Third Amendment of Master Sublease Agreement]

325 DUFFY OWNER LLC

By: 

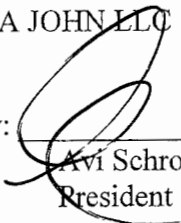
Avi Schron
President

GSM JOHN LLC

By: 

Avi Schron
President

ICA JOHN LLC

By: 

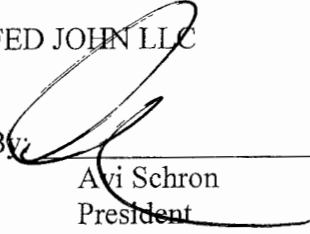
Avi Schron
President

SAF JOHN LLC

By: 

Avi Schron
President

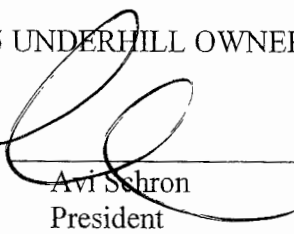
FED JOHN LLC

By: 

Avi Schron
President

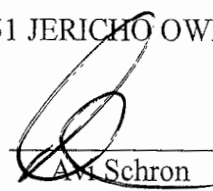
[Signature Page to Third Amendment of Master Sublease Agreement]

575 UNDERHILL OWNER LLC

By: 

Avi Schron
President

6851 JERICO OWNER LLC

By: 

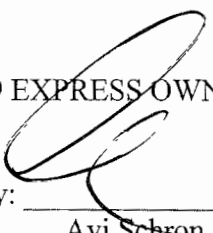
Avi Schron
President

99 LAFAYETTE OWNER LLC

By: 

Avi Schron
President

79 EXPRESS OWNER LLC

By: 

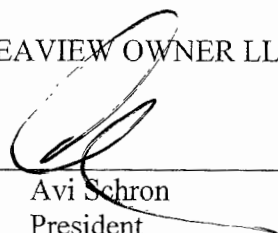
Avi Schron
President

1 FAIRCHILD OWNER LLC

By: 

Avi Schron
President

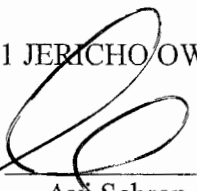
95 SEAVIEW OWNER LLC

By: 

Avi Schron
President

[Signature Page to Third Amendment of Master Sublease Agreement]

6801 JERICHO OWNER LLC

By: 

Avi Schron
President

6901 JERICHO OWNER LLC

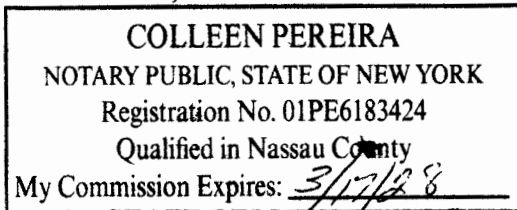
By: 

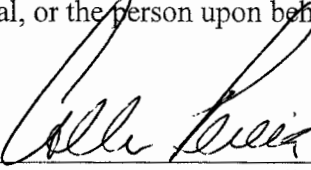
Avi Schron
President

[Acknowledgment Page to Third Amendment of Master Sublease Agreement]

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

On the 1st August day of ~~July~~, 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.

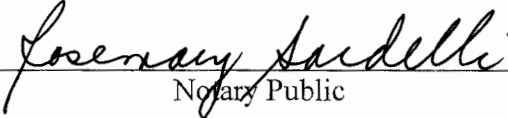




Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On the 25th day of July, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Avi Schron, 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

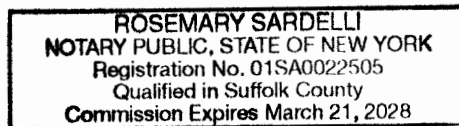


EXHIBIT A-1

DESCRIPTION OF THE LAND
(Existing Land)

6851 Jericho Turnpike, Muttontown, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Underhill Boulevard, 322.44 feet northerly from the northerly end of a line connecting the existing westerly side of Underhill Boulevard with the proposed new westerly side of Underhill Boulevard, as established by an Appropriation of Property by the People of the State of New York, as Map No. 258, Parcel No. 308, filed in the Nassau County Clerk's Office on October 30, 1992 in Liber 10257 Page 357 (said point of beginning also being 500.43 feet northerly from the corner formed by the intersection of the westerly side of Underhill Boulevard with the northerly side of Jericho Turnpike (N.Y.S. Route 25) prior to the aforementioned Appropriation of Property;

RUNNING THENCE from said point of beginning south 76 degrees 31 minutes 36 seconds west 446.53 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 109.00 feet;

THENCE south 76 degrees 31 minutes 36 seconds west, 36.00 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 142.50 feet;

THENCE south 76 degrees 31 minutes 36 seconds west 244.00 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 427.02 feet;

THENCE north 81 degrees 56 minutes 20 seconds east 439.26 feet;

THENCE north 00 degrees 17 minutes 00 seconds east 100.00 feet;

THENCE north 83 degrees 22 minutes 01 seconds east 548.07 feet to the westerly side of Willis Avenue (not open);

THENCE southerly along the westerly side of Willis Avenue (not opened) the following 2 courses and distances:

1. Along the arc of a curve bearing to the left, having a radius of 246.87 feet, a length of 109.80 feet to the point of tangency;
2. South 04 degrees 52 minutes 17 seconds west, 171.51 feet to the westerly side of Underhill Boulevard;

THENCE southerly along the westerly side of Underhill Boulevard the following 2 courses and distances:

1. Along the arc of a curve bearing to the left, having a radius of 1039.76 feet, a length of 250.38 feet to a point of tangency;
2. South 04 degrees 52 minutes 17 seconds west, 196.97 feet along Underhill Boulevard, to the point or place of BEGINNING.

Section 15 Block A Lot 2070

325 Duffy Avenue, Hicksville, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, as shown on the Nassau County Land and Tax Maps and known and designated as Lots 112 and 484, Section 11 Block H as filed in the Office of the County Clerk. County of Nassau and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Duffy Avenue, said point being the easterly end of an arc of a curve connecting the said southerly side of Duffy Avenue and the easterly side of Henrietta Street as said Duffy Avenue and Henrietta Street exist today;

RUNNING THENCE easterly along the southerly side of Duffy Avenue along the arc of a curve bearing to the right whose radius is 700.00 feet a distance of 148.16 feet to a point;

THENCE still along the southerly side of Duffy Avenue, north 76 degrees 49 minutes 40 seconds east 327.28 feet;

RUNNING THENCE south 08 degrees 55 minutes 20 seconds east, 679.30 feet to land now or formerly of Terlikofsky;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west along said land, 151.43 feet;

RUNNING THENCE north 08 degrees 48 minutes 37 seconds west, 59.84 feet;

RUNNING THENCE south 78 degrees 05 minutes 33 seconds west, 190.50 feet;

RUNNING THENCE north 08 degrees 30 minutes 08 seconds west, 105.19 feet;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west, 28.66 feet;

RUNNING THENCE north 12 degrees 45 minutes 20 seconds west, 39.86 feet;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west, 122.00 feet to the easterly side of Henrietta Street;

RUNNING THENCE along the easterly side of Henrietta Street, north 07 degrees 58 minutes 20 seconds west, 435.10 feet to the southerly end of the curve first mentioned;

THENCE northeasterly along the arc of the curve first above mentioned whose radius is 20 feet, a distance of 25.37 feet to the point or place of BEGINNING.

Section 11 Block H Lots 112 & 484

1 Fairchild Court, Plainview, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Fairchild Court, distant 288.25 feet southerly from the southerly terminus of the arc of a curve which connects the southerly side of Fairchild Avenue with the westerly side of Fairchild Court;

RUNNING THENCE along the westerly side of Fairchild Court south 9 degrees 07 minutes 45 seconds east, 42.82 feet;

THENCE north 78 degrees 30 minutes 54 seconds east, 335.02 feet to Bethpage State Parkway;

THENCE along Bethpage State Parkway south 11 degrees 29 minutes 06 seconds east, 615.03 (615.00 feet deed) feet to the northerly side of the Long Island Expressway;

THENCE along the northerly side of the Long Island Expressway, the following 3 courses and distances:

1. Westerly along the arc of a curve bearing to the left, having a radius of 2000 feet, a distance of 155.17 feet (155.06 feet deed);
2. North 80 degrees 29 minutes 40 seconds west, 82.99 feet;
3. North 79 degrees 51 minutes 47 seconds west, 308.02 feet;

THENCE north 9 degrees 07 minutes 05 seconds west, 394.14 feet;

THENCE north 78 degrees 30 minutes 54 seconds east 66.92 feet;

THENCE north 44 degrees 58 minutes 17 seconds east, 107.92 feet to the westerly side of Fairchild Court at the point or place of BEGINNING.

Section 13 Block 117 Lot 1

600 West John Street, Hicksville, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Cantiague Rock Road, as widened, at the extreme northerly end of the arc of a curve connecting the northerly side of West John Street, with the easterly side of Cantiague Rock Road, as widened;

RUNNING THENCE along the easterly side of Cantiague Road, as widened, the following 2 courses and distances:

1. Northerly along the arc of a curve bearing to the right having a radius of 2656.15 feet, a distance of 276.85 feet;
2. North 07 degrees 20 minutes 02 seconds east, 249.15 feet;

THENCE north 89 degrees 02 minutes 52 seconds east, 601.65 feet;

THENCE south 00 degrees 26 minutes 03 seconds west, 600.99 feet to the northerly side of West John Street;

THENCE north 89 degrees 33 minutes 57 seconds west along the northerly side of West John Street, 588.31 feet;

THENCE northwesterly along the arc of a curve bearing to the right, having a radius of 62.00 feet, a distance of 98.39 feet to the point or place of BEGINNING.

Section 11 Block 499 Lot 110

260/270/280 Duffy Avenue, Hicksville, New York

As to Lot 148:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, New York, being more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of Tax Lot 191 at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1913.78 feet easterly as measured along the northerly side of Duffy Avenue, from the easterly end of an arc of a curve connecting the easterly side of Charlotte Street with the northerly side of Duffy Avenue, also being, 1997.64 feet easterly from the corner (prior to widening) connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street;

THENCE northerly along Tax Lot 191 north 11 degrees 55 minutes 50 seconds west, 560.56 feet to land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad, north 83 degrees 23 minutes 00 seconds east 754.87 feet (754.68 feet deed) to the westerly line of Tax Lot 62;

THENCE along the westerly line of said Tax Lot 62 south 5 degrees 12 minutes 50 seconds west, 513.48 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue, south 78 degrees 04 minutes 10 seconds west, 600.26 feet to the point or place of BEGINNING.

As to Lot 191:

ALL that certain piece or parcel or tract of land, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, New York, being more particularly bounded and described as follows:

BEGINNING at the southwest corner thereof adjoining Tax Lot 190, at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1715.78 feet easterly as measured along the northerly side of Duffy Avenue, from the easterly end of an arc of a curve connecting the easterly side of Charlotte Street with the northerly side of Duffy Avenue also being 1799.64 feet easterly from the corner (prior to widening) connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street;

THENCE northerly along Tax Lot 190, north 11 degrees 55 minutes 50 seconds west 578.98 feet to land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad north 83 degrees 23 minutes 00 seconds east, 198.85 feet to the westerly line of Tax Lot 148;

THENCE along the westerly line of said Tax Lot 148 south 11 degrees 55 minutes 50 seconds east, 560.56 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue south 78 degrees 04 minutes 10 seconds west, 198.00 feet to the point or place of BEGINNING.

Section 11 Block G Lots 148 & 191

290 Duffy Avenue, Hicksville, New York

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, State of New York, being more particularly bounded and described as follows:

BEGINNING at the southwest corner thereof at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1420.78 feet from the easterly end of an arc of a curve connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street, as said streets presently exist and also being distant 1504.64 feet (deed), as measured along the northerly side of Duffy Avenue from the corner formed by the northerly side of Duffy Avenue with the easterly side of Charlotte Street, as said streets existed prior to the widening of Duffy Avenue;

RUNNING THENCE north 03 degrees 00 minutes 50 seconds east, 612.45 feet to the southerly side of land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad north 83 degrees 23 minutes 00 seconds east 137.65 (136.59 deed) feet;

THENCE south 11 degrees 55 minutes 50 seconds east, 578.98 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue south 78 degrees 04 minutes 10 seconds west, 295.00 feet to the point or place of BEGINNING.

Section 11 Block G Lot 190

95 Seaview Boulevard, Port Washington, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Port Washington, in the Town of North Hempstead, County of Nassau and State of New York, known and designated as Lot Numbers 26 and part of lot 27 and 28, in Block No. 89, on a certain map entitled, "Map of Seaview Industrial Park", filed in the Office of the Clerk of the County of Nassau on February 5, 1982, Case No. 8940, which lots when taken together as one parcel are more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Seaview Boulevard, distant 322.25 feet westerly from the westerly end of an arc of a curve connecting the northerly side of Seaview Boulevard and the westerly side of Osprey Court, which point of beginning is also where the division line of lots 25 and 26 in block 89 on said map intersects the northerly side of Seaview Boulevard;

RUNNING THENCE westerly along the northerly side of Seaview Boulevard, the following 2 courses and distances:

1. Westerly along an arc of a curve bearing to the left having a radius of 2830.0 feet, a distance of 98.79 feet to a point;
2. South 78 degrees 46 minutes 00 seconds west, 176.66 feet to line as approved by Nassau County Planning Commission February 23, 1984, Resolution No. 9-1984;

THENCE north 11 degrees 14 minutes 00 seconds west along last mentioned line, 312.77 feet to land of Town of North Hempstead;

THENCE along said last mentioned land, the following 2 courses and distances:

1. North 75 degrees 31 minutes 55 seconds east 59.62 feet to a point;
2. North 80 degrees 18 minutes 32 seconds east 191.63 feet to the division line of Lots 25 and 26 in Block 89 on said map;

THENCE south 15 degrees 41 minutes 06 seconds east, along last mentioned division line, 313.65 feet to the northerly side of Seaview Boulevard at the point or place of BEGINNING.

Section 6 Block 89 Lot 52

79 Express Street, Plainview, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the in Plainview, Town of Oyster Bay, County of Nassau and State of New York, known and designated as part of lot 44, in Block 83, on a certain map entitled, "Map of Plainview Industrial Park, Section 2, and amended to Section 1, situated at Plainview, Nassau County, New York, December 1960" and filed in the Office of the Clerk of the County of Nassau on September 6, 1961 as Map No. 7485, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Express Street, distant 8.53 feet easterly along a line which bears north 59 degrees 41 minutes 46 seconds east from the southeasterly terminus of Basin Street, as said Basin Street is shown on a "Map of Plainview Industrial Park, Section 1, and filed in the Office of the Clerk of the County of Nassau on November 16, 1960 as Map No. 7348, and from said point of beginning;

RUNNING THENCE south 30 degrees 18 minutes 14 seconds east 427.58 feet;

RUNNING THENCE south 41 degrees 56 minutes 00 seconds west, 585.50 feet to the easterly boundary line of "Map of Pavan Estates Section 2" formerly Martin;

RUNNING THENCE north 32 degrees 23 minutes 56 seconds west and along the easterly boundary line of said "Map of Pavan Estates Sect. No. 2", 348.00 feet to the southerly line of a recharge basin;

RUNNING THENCE north 41 degrees 56 minutes 00 seconds east and along the southerly boundary line of said recharge basin, 500.00 feet;

RUNNING THENCE north 10 degrees 44 minutes 20 seconds west along the boundary line of said recharge basin, 120.65 feet to the southeasterly side of Basin Street;

RUNNING THENCE easterly along the southerly side of Basin Street along the arc of a curve bearing to the left having a radius of 135.00 feet and an included angle of 19 degrees 33 minutes 54 seconds a distance of 46.10 feet to a point of tangent with the southerly line of Express Street;

RUNNING THENCE along the southerly line of Express Street north 59 degrees 41 minutes 46 seconds east, 8.53 feet to the point or place of BEGINNING.

Section 13 Block 83 Lot 94

230 Duffy Avenue, Hicksville, New York

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Duffy Avenue, distant 564.78 feet easterly from the easterly line of land of Long Island Lighting Company, when measured along the northerly side of Duffy Avenue;

THENCE north 00 degrees 49 minutes 30 seconds east, 451.39 feet to lands now or formerly of The State of New York Department of Public Works;

RUNNING THENCE along said last mentioned lands the following 2 courses and distances:

1. North 79 degrees 00 minutes 00 seconds east, 434.77 feet;
2. North 11 degrees 20 minutes 00 seconds east, 6 feet to lands of the Long Island Railroad Company;

THENCE along land of Long Island Railroad Company, north 79 degrees 00 minutes 00 seconds east, 214.41 feet;

THENCE south 16 degrees 19 minutes 30 seconds east, 377.05 feet to the northerly side Duffy Avenue;

THENCE along the northerly side of Duffy Avenue, south 73 degrees 40 minutes 30 seconds west, 780.00 feet to the point or place of BEGINNING.

Section 11 Block G Lot 187

575 Underhill Boulevard, Syosset, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Syosset, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike said point being the intersection of the westerly line of Long Island Railroad (Northport Branch) and the northerly side of Jericho Turnpike;

RUNNING THENCE from said point of beginning north 86 degrees 04 minutes 30 seconds west along the northerly side of Jericho Turnpike, 101.31 feet;

THENCE south 75 degrees 05 minutes 30 seconds west still along the northerly side of Jericho Turnpike 138.35 feet to the new northerly side of Jericho Turnpike;

THENCE westerly along the new northerly side of Jericho Turnpike the following 2 courses and distances:

1. South 88 degrees 33 minutes 54 seconds west, 59 feet;
2. North 70 degrees 34 minutes 59 seconds west, 25.56 feet to the new easterly side of Underhill Boulevard;

THENCE northerly along the new easterly side of Underhill Boulevard the following 3 courses and distances:

1. North 17 degrees 56 minutes 16 seconds west, 24.57 feet;
2. North 00 degrees 10 minutes 18 seconds west, 58.79 feet;
3. North 03 degrees 11 minutes 59 seconds east, 127.54 feet;

THENCE north 86 degrees 38 minutes 23 seconds west, 6 feet to the existing easterly side of Underhill Boulevard;

THENCE northerly along the easterly and southeasterly side of Underhill Boulevard, as now laid out and established, the following 4 courses and distances:

1. North 03 degrees 21 minutes 37 seconds east, 425.95 feet;
2. Northeasterly along the arc of a curve bearing to the right having a radius of 959.76 feet a distance of 527.92 feet;
3. North 34 degrees 52 minutes 33 seconds east, 195.50 feet;
4. Northeasterly along the arc of a curve bearing to the left, having a radius of 205.01 feet, a distance of 30.96 feet;

THENCE north 78 degrees 27 minutes 30 seconds east, 805.64 feet (817.63 feet deed) to the land of the Long Island Railroad first above mentioned;

THENCE along the land of Long Island Railroad the following 5 courses and distances:

1. South 36 degrees 35 minutes 30 seconds west, 358.17 feet (357.60 feet deed);

2. South 81 degrees 16 minutes 30 seconds west, 9.95 feet (south 81 degrees 18 minutes 30 seconds west, 21.32 feet deed);
3. South 36 degrees 35 minutes 30 seconds west, 360.97 feet (362.39 feet deed);
4. Thence still south along the arc of a curve bearing to the left having a radius of 1472.68 feet a distance along said curve of 507.21 feet;
5. South 16 degrees 51 minutes 30 seconds west, 439.77 feet to the northerly side of Jericho Turnpike, at the point or place of BEGINNING.

Section 15 Block 169 Lot 20

99 Lafayette Drive, Syosset, New York

ALL that certain plot, piece or parcel of land, with the buildings thereon erected, situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at a point where the southerly side of the premises herein described intersects the westerly side of Lafayette Drive said beginning point being the following five courses and distances from the corner formed by the intersection of the northerly side of Jericho Turnpike with the westerly side of Burke Lane:

1. Northwesterly along the northerly side of Jericho Turnpike prior to widening 1042.05 feet to the westerly side of Lafayette Drive prior to widening;
2. North 06 degrees 56 minutes 35 seconds east along the westerly side of Lafayette Drive 76.84 feet;
3. Northeasterly along the westerly side of Lafayette Drive along the arc of a curve bearing to the right, having a radius of 150.00 feet a distance of 57.60 feet;
4. North 28 degrees 56 minutes 35 seconds east along the westerly side of Lafayette Drive 424.26 feet;
5. Northeasterly along the westerly side of Lafayette Drive along the arc of a curve bearing to the right, having a radius of 216.03 feet a distance of 72.66 feet to the point or place of beginning;

RUNNING THENCE from said point or place of beginning north 61 degrees 03 minutes 25 seconds west, 484.18 feet to land of Long Island Railroad;

RUNNING THENCE northerly along land of Long Island Railroad the following four courses and distances:

1. Northeasterly along the arc of a curve bearing to the right, having a radius of 3787.38 feet a distance of 478.45 feet;
2. North 39 degrees 38 minutes 49 seconds east, 18.57 feet;
3. South 84 degrees 46 minutes 49 seconds west, 2.46 feet;
4. North 39 degrees 38 minutes 49 seconds east, 578.94 feet to Map of Syosset Gardens;

RUNNING THENCE along the Map of Syosset Gardens the following five courses and distances:

1. South 14 degrees 18 minutes 30 seconds east, 403.15 feet;
2. North 83 degrees 40 minutes 00 seconds east, 61.79 feet;
3. South 09 degrees 13 minutes 00 seconds west, 167.41 feet;
4. South 09 degrees 22 minutes 00 seconds west, 300.24 feet;
5. South 07 degrees 47 minutes 00 seconds west, 199.02 feet to the northerly side of Lafayette Drive;

RUNNING THENCE north 83 degrees 08 minutes 40 seconds west along the northerly side of Lafayette Drive, 125.90 feet;

RUNNING THENCE southwesterly along the northerly side of Lafayette Drive along the arc of a curve bearing to the left, having a radius of 216.03 feet, a distance of 183.39 feet to the point or place of BEGINNING.

TOGETHER with an easement for ingress and egress over the following described parcel to Jericho Turnpike, said easement being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike, distant 982.05 feet westerly from the corner formed by the intersection of the northerly side of Jericho Turnpike with the westerly side of Burke Lane, as said roadways existed prior to widening;

RUNNING THENCE north 83 degrees 03 minutes 25 seconds west, along the northerly side of Jericho Turnpike, 60.00 feet;

RUNNING THENCE north 06 degrees 56 minutes 35 seconds east, 76.84 feet;

RUNNING THENCE northeasterly along the arc of a curve bearing to the right, having a radius of 150.00 feet, a distance of 57.60 feet;

RUNNING THENCE north 28 degrees 56 minutes 35 seconds east, 424.26 feet;

RUNNING THENCE northeasterly along the arc of a curve bearing to the right, having a radius of 216.03 feet, a distance of 256.05 feet;

RUNNING THENCE south 83 degrees 08 minutes 40 seconds east, 125.90 feet;

RUNNING THENCE south 07 degrees 47 minutes 00 seconds west 50.01 feet to the northerly side of Lafayette Drive;

RUNNING THENCE westerly and southerly along the southerly and easterly side of Lafayette Drive the following 5 courses and distances to the point or place of beginning:

1. North 83 degrees 08 minutes 40 seconds west, 125.09 feet;
 2. Southwesterly along the arc of a curve bearing to the left having a radius of 150.00 feet, a distance of 177.79 feet;
 3. South 28 degrees 56 minutes 35 seconds west, a distance of 439.11 feet;
 4. Southwesterly along the arc of a curve bearing to the left having a radius of 90.00 feet, a distance of 34.56 feet; and
 5. South 06 degrees 56 minutes 35 seconds west, a distance of 76.84 feet to the northerly side of Jericho Turnpike, at the point or place of BEGINNING.
- Jericho Turnpike and Burke Lane Right of Way lines referred to in the above descriptions are as existed prior to the road widening of 1995 (old line).

EXHIBIT A-2

DESCRIPTION OF THE LAND (New Land)

Parcel 13 - 6801 Jericho Turnpike, Syosset, New York 11791

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the north side of Jericho Turnpike 301.12 feet westerly measured along the north side of Jericho Turnpike from the intersection formed by the north side of Jericho Turnpike and the west side of Underhill Boulevard (before the widening);

RUNNING THENCE south 76 degrees 31 minutes 36 seconds west 651.01 feet along the north side of Jericho Turnpike to a point;

THENCE the following seven (7) courses and distances;

1. North 02 degrees 38 minutes 27 seconds west, 660.02 feet;
2. North 87 degrees 21 minutes 30 seconds east, 20.75 feet;
3. North 2 degrees 36 minutes 37 seconds west, 531.81 feet;
4. North 81 degrees 56 minutes 20 seconds east, 138.99 feet;
5. South 13 degrees 28 minutes 24 seconds east, 754.34 feet;
6. North 76 degrees 31 minutes 36 seconds east, 267.91 feet;
7. South 13 degrees 28 minutes 24 seconds east, 399.18 feet to the north side of Jericho Turnpike and the point or place of BEGINNING.

EXCEPTING THEREFROM that which was appropriated by the State of New York for the construction of Jericho Turnpike as set forth in Notice of Appropriation recorded in Liber 10257 at Page 363.

BEING further known and described as:

ALL that certain plot, piece or parcel of land, with. the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York bounded and described according to a Survey made by Statewide Land Surveying P.C., dated May 3, 2019, and last updated through visual examination by Haynes Land Surveyors, Professional Land & City Surveyors on January 7, 2021, as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike, said point being 229.38 feet westerly from the extreme westerly end of the arc of a curve connecting the northerly side of Jericho Turnpike with the westerly side of Underhill Boulevard;

RUNNING THENCE north 23 degrees 49 minutes 53 seconds west, a distance of 364.30 feet to a point;

THENCE south 66 degrees 10 minutes 07 seconds west, a distance of 267.91 feet to a point;

THENCE south 23 degrees 49 minutes 53 seconds east, a distance of 754.34 feet to a point;

THENCE north 71 degrees 34 minutes 51 seconds east, a distance of 138.99 feet to a point;

THENCE north 12 degrees 58 minutes 06 seconds west, a distance of 531.81 feet to a point;

THENCE north 77 degrees 00 minutes 01 seconds east, a distance of 20.75 feet to a point;

THENCE north 12 degrees 59 minutes 56 seconds west, a distance of 660.02 feet to the northerly side of Jericho Turnpike;

THENCE easterly along said northerly side of Jericho Turnpike the following four (4) courses and distances:

1. North 66 degrees 10 minutes 07 seconds east, a distance of 92.46 feet to a point;
2. North 59 degrees 34 minutes 28 seconds east, a distance of 73.05 feet to a point;
3. North 59 degrees 32 minutes 15 seconds east, a distance of 37.19 feet to a point;
4. Continuing easterly along the present northerly line of said Jericho Turnpike, along the arc of a curve having a radius of 3413.00 feet, a distance of 449.93 feet to the point or place of BEGINNING.

Parcel 14: 6901 Jericho Turnpike, Syosset, NY 11791

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows;

BEGINNING at a point on the new northerly side of Jericho Turnpike at the southwesterly end of a line that generally connects the new northerly side of Jericho Turnpike and the new westerly side of Underhill Boulevard;

RUNNING THENCE westerly, along the new northerly side of Jericho Turnpike, along the arc of a curve bearing to the left having a radius of 3,542.39 feet, a length of 183.31 feet;

THENCE westerly, still along the new northerly side of Jericho Turnpike, along the arc of a curve bearing to the Left, having a radius of 3,413.00 feet, a length of 46.67 feet;

THENCE north 23 degrees 49 minutes 53 seconds west 364.30 feet;

THENCE south 66 degrees 10 minutes 07 seconds west, 267.91 feet;

THENCE north 23 degrees 49 minutes 53 seconds west, 327.32 feet;

THENCE north 66 degrees 10 minutes 07 seconds east, 244.00 feet;

THENCE south 23 degrees 49 minutes 53 seconds east, 142.50 feet;

THENCE north 66 degrees 10 minutes 07 seconds east, 36.00 feet;

THENCE south 23 degrees 49 minutes 53 seconds east, 109.00 feet;

THENCE north 66 degrees 10 minutes 07 seconds east, 446.53 feet, to the new westerly side of Underhill;

THENCE southerly, along the new westerly side of Underhill Boulevard the following eight (8) courses and distances:

1. South 05 degrees 29 minutes 12 seconds east, 322.44 feet;
2. South 02 degrees 32 minutes 22 seconds west, 95.28 feet;
3. South 10 degrees 30 minutes 20 seconds west, 46.33 feet;
4. South 30 degrees 46 minutes 11 seconds west, 28.73 feet;
5. North 59 degrees 13 minutes 58 seconds west, 2.00 feet;
6. South 30 degrees 46 minutes 11 seconds west, 5.00 feet;
7. South 59 degrees 13 minutes 44 seconds east, 2.00 feet;
8. South 56 degrees 32 minutes 11 seconds west, 32.81 feet to the point or place of BEGINNING.

SCHEDULE A-1

LIST OF PROJECT FACILITY PROPERTIES (Existing Land)

<u>Address</u>	<u>Owner(s)</u>	<u>Tax Map Identification No.</u>
230 Duffy Avenue, Hicksville	230 Duffy Owner LLC	11/G/187
260-270 Duffy Avenue, Hicksville	GSM 270-280 LLC, ICA 270-280 LLC SAF 270-280 LLC FED 270-280 LLC	11/G/148
280 Duffy Avenue, Hicksville	GSM 270-280 LLC, ICA 270-280 LLC SAF 270-280 LLC FED 270-280 LLC	11/G/191
290 Duffy Avenue, Hicksville	GSM 290 LLC, ICA 290 LLC, SAF 290 LLC, FED 290 LLC	11/G/190
325 Duffy Avenue, Hicksville	325 Duffy Owner LLC	11/H/112 & 484
600 West John Street, Hicksville	GSM John LLC ICA John LLC SAF John LLC FED John LLC	11/499/110
575 Underhill Boulevard, Syosset	575 Underhill Owner LLC	15/169/20
6851 Jericho Turnpike, Village of Muttontown	6851 Jericho Owner LLC	15/A/2070
99 Lafayette Drive, Syosset	99 Lafayette Owner LLC	15/E/172
79 Express Street, Hicksville	79 Express Owner LLC	13/83/94
1 Fairchild Court, Plainview	1 Fairchild Owner LLC	13/117/1
95 Seaview Boulevard, Port Washington	95 Seaview Owner LLC	6/89/52

SCHEDULE A-2

LIST OF PROJECT FACILITY PROPERTIES
(New Land)

<u>Address</u>	<u>Owner(s)</u>	<u>Tax Map Identification No.</u>
6801 Jericho Turnpike, Village of Muttontown	6801 Jericho Owner LLC	15/A/2409 15/A/2408 15/A/677
6901 Jericho Turnpike, Village of Muttontown	6901 Jericho Owner LLC	15/A/2410

EXHIBIT G

FORM OF ANNUAL EMPLOYMENT REPORT

NASSAU IDA JOB CONFIRMATION FORM 20[]

1. Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 20__?

Yes__ No__

If so, please provide the amount of sales and use tax exemptions.
This would be Actual tax savings, NOT total purchases.

\$ _____

(A copy of the ST-340 Sales Tax Exemption Form submitted to New York State for the 20__ reporting period is required to be attached with this report)

2. Mortgage Recording Tax Information

a) Did your company receive Mortgage Tax Abatement on your Project during 20__?

Yes__ No__

(Note: this would only be applicable to the year that a mortgage was placed upon the Project, so if you did not close in 20__, the answer should be NO)

b) Amount of the mortgage recording tax that was abated during 20__:

\$ _____

3. Job Information

(NOTE: All job information required herein shall include the employees, independent contractors, and employees of independent contractors of all owners, occupants, and operators of the Project Facility. Such information of owners, occupants, and operators other than the Applicant shall also be separately provided in a certified statement with supporting documentation from each such owner, occupant, and operator.)

a) Total number (as of December 31st, 20__) of full time equivalent ("FTE") jobs (including both retained and newly created jobs) at the Project Facility by job category, the average salary or range of salaries, and average fringe benefits or range of fringe benefits for each:

Category	FTE	Average Salary	Avg. Fringe
Benefits		or Range of Salary	or Range of
Benefits			
Management	_____	_____	_____
Professional	_____	_____	_____
Administrative	_____	_____	_____

Production	_____	_____	_____
Supervisor	_____	_____	_____
Laborer	_____	_____	_____
Independent Contractor ¹	_____	_____	_____
Other	_____	_____	_____
TOTAL			

- b) Number of the foregoing jobs that were (as of 12/31/22) filled by residents of the Local Market Area (i.e., Nassau and Suffolk Counties): _____

Please attach (1) the 20__ fourth quarter NYS-45 ATT report, along with the NYS 45 summary report filed with New York State Employment Taxation Department indicating number of employees, and/or (2) the Undersigned's annual payroll report for year ending 12/31/__.

- c) Number of FTE construction jobs during 20__ : _____
- d) Average Salary of construction jobs during 20__ : _____
- e) Number of FTE jobs created at the Project Facility during the fiscal year by job category the average salary or range of salaries, and average fringe benefits or range of fringe benefits for each:

Category	FTE	Average Salary	Avg. Fringe
Benefits		or Range of Salary	or Range of
Benefits			
Management	_____	_____	_____
Professional	_____	_____	_____
Administrative	_____	_____	_____
Production	_____	_____	_____
Supervisor	_____	_____	_____
Laborer	_____	_____	_____
Independent Contractor ²	_____	_____	_____
Other	_____	_____	_____
Total			

- f) Are the foregoing salary and fringe benefits figures consistent with the figures provided by the company in its application for financial assistance? Yes ___ No ___
- g) Number of the foregoing jobs that were (as of 12/31/22) filled by residents of the Local Market Area (i.e., Nassau and Suffolk Counties): _____
- h) Number of the foregoing jobs that were as of 12/31/22 filled by Community Services Division applicants: _____
- i) Number of the foregoing jobs that were as of 12/31/22 filled by Job Training Partnership Act eligible persons: _____

¹ As used in this form, this category includes employees of independent contractors.

² As used in this form, this category includes employees of independent contractors.

j) Total Annual Payroll for 20__ : \$ _____

4. W/MBE Covenant:

- a) Did you make best effort to use W/MBE vendors or construction workers ? _____
b) Indicate any qualified women-owned and/or minority-owned business enterprises that were used for contracts in 20__
- _____

5. Project Investment for 20__ : \$ _____
(attach evidence such as receipts, contracts, invoices etc.)

The undersigned acknowledges that the average salaries or range of salaries and the average benefits or range of benefits for both retained and created jobs set forth in the Application are still accurate.

The undersigned acknowledges that the submission of any knowingly false or knowingly misleading information herein may lead to the immediate termination of the financial assistance and/or the recapture of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement in the project.

The undersigned hereby confirms that (i) no default under the Transaction Documents has occurred and is continuing, and (ii) no leases, subleases or other arrangements permitting the use or occupancy of the Project Facility are in effect, except those expressly authorized in writing by the Agency.

The undersigned hereby represents and warrants that, to the best of his/her knowledge, the information contained herein is true, accurate and complete.

Signed: _____	Company Name: _____
Name: _____	Address: _____
Title: _____	Phone: _____
	Fax: _____
Date: _____	Email: _____

Acknowledgment to be completed by a Notary Public:

State of _____

County of _____

On the ____ day of ____ in the year ____ before me the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their, capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC (Please sign and affix stamp)

RETURN TO:

**NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
1 WEST STREET- 4TH FLOOR
MINEOLA, NY 11501
ATTN: ADMINISTRATIVE DIRECTOR
NO LATER THAN FEBRUARY 10, 20__**

EXHIBIT J
COPY OF PILOT AGREEMENT

See Attached

EXHIBIT K

CERTIFICATION UNDER SECTION 224-a(8)(a)
OF THE NEW YORK STATE LABOR LAW

See Attached Form PW 39a (8/23)

Bureau of Public Work
State Office Building Campus
Building 12 -- Room 130
Albany, New York 12226

WE ARE YOUR DOL



Official Use Only

Date received: _____

PRC No. previously issued: _____

Certification For Covered Project

Request For Wage and Supplement Information

Submit this form to certify if a project is covered by LL 224-a or to request a Public Subsidy Board covered project determination. May be mailed to above address or emailed to: labor.sm.5184851870Fax@labor.ny.gov

Complete Fillable Fields or Form Must be Typewritten

Submitted By: ☐ Owner ☐ Developer

A. Contract to be let by:

1. Name: _____
Complete Address: _____
Telephone: _____ Fax: _____
Email: _____
2. Send Reply to: _____
Complete Address: _____
Telephone: _____ Fax: _____
Email: _____
3. Contract Date: _____
Construction Start Date: _____
(may be approximate if no specific date)
4. Contract Name or ID Number: _____
Prime Contractor(s): _____
List Known Sub-contractors: _____

B. Project Particulars

5. Project Name: _____
Description of Work: _____
6. Location of Project: _____
Address: _____
7. Nature of the Project (check all that apply):

☐ New Construction	☐ Heavy/Highway
☐ Addition to Existing Structure	☐ Sewer/Water Line
☐ Demolition, Abatement	☐ Renewable Energy
☐ Reconstruction, Maintenance, Repair, Alteration	☐ Thermal Energy Network
☐ Other: _____	
8. List All Subsidies and Source: _____

Total Project Cost: \$ _____ Total Amount of Subsidies: \$ _____

Subsidies Equate to _____ Percent(%) of Total Project Costs

9. Name and Title: _____
Signature: _____

**REQUIREMENTS OF ARTICLE 8 SECTION 224-a
OF THE NEW YORK STATE LABOR LAW**

Each owner and developer subject to the requirements of this section shall comply with the objectives and goals of minority and women-owned business enterprises pursuant to article fifteen-A of the executive law and service-disabled veteran-owned businesses pursuant to article seventeen-B of the executive law.

10. Is the Owner a minority, women, and/or service-disabled veteran owned business? _____

11. Is the Developer (if different from owner) a minority, women, and/or service-disabled veteran owned business? _____

12. List all Contractors and Sub-Contractors who are minority, women, and/or service-disabled veteran owned business:

CERTIFICATION / REQUEST FOR DETERMINATION

As of _____ and for a certain project, entitled _____, _____,
(Date) (Project Title) (Name of Certifier)
_____, certifies under penalty of perjury pursuant to NYS Labor Law 224-a.8.a. that:
(Title of Certifier)

☐ It is unknown if this project is subject to the provisions of NYS Labor Law 224-a and a binding determination from the Public Subsidy Board is hereby requested.

☐ This project is subject to the provisions of NYS Labor Law 224-a

☐ This project is not subject to the provisions of NYS Labor Law 224-a
(if not subject, check all that apply)

☐ Total construction project costs are under \$5 million dollars.

☐ Total aggregate public funding equates to less than 30% of total construction project Costs.

☐ The project is exempted by one of the provisions of Subdivision 4 of NYS Labor Law 224-a.

Please specify: _____

☐ The public funding is exempted by one of provisions of Subdivision 3 of NYS Labor Law 224-a.

Please specify: _____

Signature: _____

Address of Certifier: _____

Date: _____

The certification should be signed by members of management who are responsible for and knowledgeable, directly or through others in the organization, about the matters covered by the assertion.

Information regarding the Public Subsidy Board, its bylaws and procedures, meeting agendas, recordings of past meetings, and list of determinations issued by the Board can be found at: <https://dol.ny.gov/public-subsidy-board>

PREVAILING RATE SCHEDULE:

The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The prevailing rate schedule of wages and supplements listing the hourly rates for the trades and the occupations of the workers to be employed on the project may be obtained from the Bureau of Public Work of the New York State Department of Labor by completing and forwarding the Certification for Covered Project/ Request for Wage and Supplement Information form. A legible statement of all applicable wage rates and supplements MUST be posted by all contractors and subcontractors in a prominent and accessible place on the site where the work is performed. The posting must be capable of withstanding adverse weather conditions and be titled "Prevailing Rate of Wages," in lettering no smaller than 2 inches in height and 2 inches in width.

All contractors and subcontractors shall notify all laborers, workers or mechanics in their employ in writing on all pay-stubs of the prevailing rate of wage for their job classification(s).

All contractors and subcontractors shall keep original payrolls or transcripts thereof, subscribe and sworn to or affirmed by him or her as true under the penalties of perjury, setting forth the names and addresses and showing for each worker, laborer, or mechanic the hours and says worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided.

WITHHOLDING OF PAYMENTS FROM CONTRACTORS:

If the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b of the Labor law to so notify the financial officer of the Department of Jurisdiction that awarded the contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor.

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

STOP WORK ORDERS:

If the Bureau of Public Work finds cause to believe that any person, in connection with the performance of a covered project, has substantially and materially failed to comply with or intentionally invaded the provisions of this article, the fiscal officer may notify such a person in writing of the intention to issue a stop-work order and their right to a hearing. If a stop-work order is issued following a hearing it shall remain in effect until the Commissioner of Labor directs that it be removed, upon a final determination on the complaint or where such failure to comply or evade has been deemed corrected.

CHANGE WORK ORDERS AND COST OVERRUNS:

For projects where within five days of commencement of construction the total construction costs were estimated to be below five million dollars or the total aggregate public funds were below 30% of total construction costs exceeding five million dollars, any change-work orders, cost overruns or an increase in public funding that results in total project costs exceeding five million dollars or public funds exceeding 30% of total construction costs were total costs exceed five million dollars, the provisions of section 224-a will become applicable and the project shall be thereafter deemed a covered project.

The Certification for Covered Project/Request for Wage and Supplement Information form must then be completed and submitted within five business days.

**REQUIREMENTS OF ARTICLE 8
(SECTIONS 220 THRU 224-C)
OF THE NEW YORK STATE LABOR LAW
COVERED PROJECTS SUBJECT TO PREVAILING WAGE:**

A "covered project" means construction work done under contract which is paid for in whole or in part out of public funds where the amount of all such public funds, when aggregated, total at least thirty percent of the total construction project costs and where such project costs are over five million dollars.

"Public funds" shall mean any of the following: (a) The payment of money, by a public entity, or a third-party acting on behalf of and for the benefit of a public entity, directly to or on behalf of the contractor, subcontractor, developer or owner that is not subject to repayment, (b) the savings achieved from fees, rents, interest rates, or other loan costs, or insurance costs that are lower than market rate costs; savings from reduced taxes as a result of tax credits, tax abatements, tax exemptions or tax increment financing; savings from payments in lieu of taxes; and any other savings from reduced, waived, or forgiven costs that would have otherwise been at a higher or market rate but for the involvement of the public entity, (c) money loaned by the public entity that is to be repaid on a contingent basis, and (d) credits that are applied by the public entity against repayment of obligations to the public entity.

"Public funds" shall NOT mean any of the following: (a) benefits under section 421-a of the Real Property Tax Law, (b) funds that are not provided primarily to promote, incentivize, or ensure that construction work is performed, (c) funds used to incentivize or ensure the development of a comprehensive sewage system, provided such work shall be deemed a public work, (d) tax benefits provided for projects the length and value of which are not able to be calculated at the time the work is to be performed, (e) tax benefits related to brownfield remediation or brownfield redevelopment, (f) funds provided pursuant to subdivision 3 of section 2853 of the Education Law, and (g) any other public monies, credits, savings or loans, determined as exempt by the Public Subsidy Board established pursuant to section 224-c of the New York State Labor Law. Such covered projects are subject to the prevailing wage requirements of section 220 and 220-b of the New York State Labor Law.

Exemptions from what constitutes a covered project subject to prevailing wage can be found in section 224-a.4 and include but are not limited to: construction work performed under a contract with certain not-for-profit corporations, construction work performed on certain affordable housing projects, construction work performed under a labor peace agreement, project labor agreement, or pre-hire collective bargaining agreements between an owner or contractor and a bona fide building and construction trade labor organization which has established itself as the collective bargaining representative for all persons who will perform work on such a project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform work on such a project.

The owner or developer of such covered projects shall certify under penalty of perjury within five days of commencement of construction work whether the project at issue is subject to the provisions of this section using the Certification for Covered Project/Request for Wage and Supplement Information form

The owners or developers of a property who are undertaking a project under private contract, may seek guidance from the Public Subsidy Board and the board may render a binding determination as to any particular matter related to an existing or potential covered project. Requests for a Board determination must be made by submitting this form (PW-39a) to the Bureau of Public Work via mail or the email listed at the top of page 1. All correspondence to the Public Subsidy Board may be sent to:

New York State Department of Labor – Bureau of Public Work
Attn: Public Subsidy Board Secretary
State Office Building Campus
Building 12 – Room 130
Albany, NY 12226

EXHIBIT L

STATEMENT OF DETERMINATION UNDER SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW

I, [], the Executive Director of the Nassau County Industrial Development Agency (the “Agency”), DO HEREBY STATE, as follows:

1. The Agency is an industrial development agency duly established under Title One of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 674 of the Laws of 1975 of the State of New York (collectively, the “Act”) and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. In accordance with the Act, the Agency intends to undertake a project (the “Project”) on behalf of [] (the “Companies”) consisting of the following: *[project description]*. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Sublease Agreement dated as of June 1, 2013 between the Agency and the Companies (as amended, the “Agency Lease”).

3. Pursuant to the requirements of Section 224-a(8)(d) of the New York State Labor Law, the Agency hereby identifies the nature and dollar value of the following “public funds” being provided by the Agency to the Companies with respect to the Project (collectively, the “Public Funds”):

- a. Savings from mortgage recording tax exemptions in the maximum amount of \$_____;
- b. Savings from sales and use tax exemptions in the maximum amount of \$_____;
- c. Interest rate savings on tax-exempt and/or taxable obligations issued by the Agency with respect to the Project, which the Agency estimates to have a dollar value of \$_____; and
- d. Savings from payments in lieu of real property taxes, which the Agency estimates to have a dollar value of \$_____ (which represents the present value of the difference between PILOT payments and estimated otherwise applicable real estate taxes).

4. The following portions of the Public Funds are excluded under Section 224-a(3) of the New York State Labor Law for purposes of calculating the portion of “construction work done under contract which is paid for in whole or in part out of the public funds” (as such quoted term is used in Section 224-a(1) of the New York State Labor Law): _____.

5. THIS STATEMENT OF DETERMINATION IS BEING DELIVERED TO THE COMPANIES PURSUANT TO SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW AND THE COMPANIES ARE HEREBY NOTIFIED OF ITS OBLIGATIONS UNDER SECTION 224-a(8)(a) OF THE NEW YORK LABOR LAW.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2023.

[Name]

[Title]