

SECOND AMENDMENT OF SUBLEASE AGREEMENT

WHEREAS, 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 (the "**Agency**") having an office at One West Street, Mineola, New York 11501, as sublessor, and see Attached Schedule A for List of Sublessors, each having an office at 575 Underhill Boulevard, Syosset, NY 11791 (collectively, the "Company"), as lessee, entered into a sublease agreement dated as of June 27, 2013, a memorandum of which lease agreement was recorded in the Office of the Nassau County Clerk on July 24, 2013 at Liber 12969 and Page 471, as amended from time to time, a memorandum of which first amendment to lease agreement was recorded in the Office of the Nassau County Clerk on August 16, 2018 at Liber 13693 and Page 891 (as so amended, the "Sublease"), pursuant to which, among other things, the Agency leased to the Company a parcel of land located at 119 Glen Cove Drive (a/k/a One Underhill Road), Glen Head, Town of Oyster Bay, County of Nassau, New York (Section: 21; Block S; Lot: 314, 316 and 819), which real property is more particularly described in Schedule A, attached hereto and made a part hereof (the "Glen Head Facility Realty"); and

The undersigned desire to amend the Company Lease as follows:

- a. Exhibit A to the Company Lease describing the premises covered by the Company Lease is amended and replaced in its entirety with Exhibit A attached hereto and made a part hereof and thereof.
- b. Any and all reference in the Company Lease to the 119 Glen Cove Drive (a/k/a One Underhill Road) Land, 119 Glen Cove Drive (a/k/a One Underhill Road) Improvements, 119 Glen Cove Drive (a/k/a One Underhill Road) Equipment and Glen Head Facility Realty shall be stricken and any and all reference to the Land, Improvements, Equipment and Facility shall mean, only, the Land, Improvements, Equipment and Facilities located on the Land included in the amended Exhibit A hereto, respectively. Any and all references to the Glen Head Facility Realty PILOT in the Company Lease shall be stricken. Any and all reference in the Company Lease to the PILOT shall mean the PILOT for the Land included in the amended Exhibit A hereto.
- c. The premises at 119 Glen Cove Drive (a/k/a One Underhill Road), Glen Head, Town of Oyster Bay, County of Nassau, New York (Section: 21; Block S; Lot: 314, 316 and 819), are hereby released from the Company Lease.

As so amended, the Company Lease shall remain in full force and effect and continue to provide for the rental of the premises by the Agency from the Company for a term commencing as of June 27, 2013, and terminating at 11:59 p.m. on December 31, 2029 (the "Lease Term"). The undersigned hereby ratifies and reaffirms all of its obligations under the Company Lease, as amended

<u>Record and Return to:</u>	<u>Property:</u>
Candace Tarana Harris Beach PLLC 333 Earle Ovington Blvd, Suite 901 Uniondale, NY 11553	See Page 2

Address	Section/Block/Lot
95 Seaview Boulevard, North Hempstead, NY 11050	Section 6 Block 89 Lot 52
325 Duffy Avenue, Oyster Bay, NY 11801	Section 11 Block H Lots 112 and 484
1 Fairchild Court, Plainview, NY 11803	Section 13 Block 117 Lot 1
600 West John Street, Oyster Bay, NY 11801	Section 11 Block 499 Lot 110
260-280 Duffy Avenue, Hicksville, NY 11801	Section 11 Block G Lots 148 and 191
290 Duffy Avenue, Hicksville, NY 11801	Section 11 Block G Lot 190
6851 Jericho Turnpike, Muttontown, NY 11791	Section 15 Block A Lot 2070
79 Express Street, Oyster Bay, NY 11771	Section 13 Block 83 Lot 94
230 Duffy Avenue, Hicksville, NY 11801	Section 11 Block G Lot 187
575 Underhill Boulevard, Oyster Bay, NY 11771	Section 15 Block 169 Lot 20
99 Lafayette Drive, Syosset, NY 11791	Section 15 Block E Lot 172
1 Underhill Road a/k/a 117-119 Glen Cove Drive	Section 21 Block S Lot 314, 316, and 819

[Signature Page to Second Amendment of Sublease Agreement]

IN WITNESS WHEREOF, the Company and the Agency have signed this Termination of Lease Agreement and caused same to be dated as of the 1 day of November, 2020.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Harry Coghlan
Chief Executive Officer / Executive Director

GSM 119 LLC

By: _____
Avi Schron
Authorized Signatory

ICA 119 LLC

By: _____
Avi Schron
Authorized Signatory

SAF 119 LLC

By: _____
Avi Schron
Authorized Signatory

FED 119 LLC

By: _____
Avi Schron
Authorized Signatory

GSM LI LLC

By: _____
Avi Schron
Authorized Signatory

[Signature Page to Second Amendment of Sublease Agreement]

IN WITNESS WHEREOF, the Company and the Agency have signed this Termination of Lease Agreement and caused same to be dated as of the 1 day of November, 2020.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Harry Coghlan

Chief Executive Officer / Executive Director

GSM 119 LLC

By: _____

Avi Schron

Authorized Signatory

ICA 119 LLC

By: _____

Avi Schron

Authorized Signatory

SAF 119 LLC

By: _____

Avi Schron

Authorized Signatory

FED 119 LLC

By: _____

Avi Schron

Authorized Signatory

GSM LI LLC

By: _____

Avi Schron

Authorized Signatory

ICA LI LLC

By: _____

Avi Schron
Authorized Signatory

SAF LI LLC

By: _____

Avi Schron
Authorized Signatory

FED LI LLC

By: _____

Avi Schron
Authorized Signatory

GSM JOHN LLC

By: _____

Avi Schron
Authorized Signatory

ICA JOHN LLC

By: _____

Avi Schron
Authorized Signatory

SAF JOHN LLC

By: _____

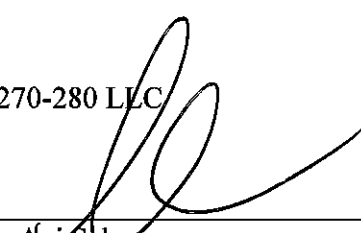
Avi Schron
Authorized Signatory

FED JOHN LLC

By: _____

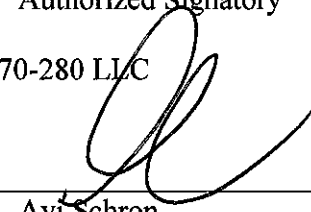
Avi Schron
Authorized Signatory

GSM 270-280 LLC

By: 

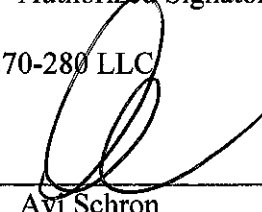
Avi Schron
Authorized Signatory

ICA 270-280 LLC

By: 

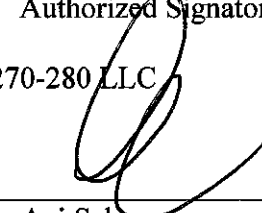
Avi Schron
Authorized Signatory

SAF 270-280 LLC

By: 

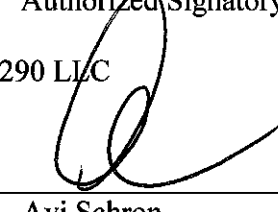
Avi Schron
Authorized Signatory

FED 270-280 LLC

By: 

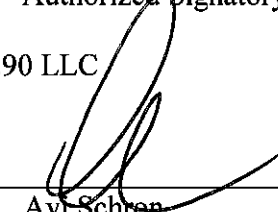
Avi Schron
Authorized Signatory

GSM 290 LLC

By: 

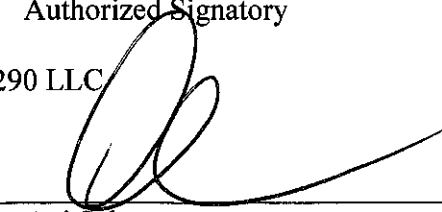
Avi Schron
Authorized Signatory

ICA 290 LLC

By: 

Avi Schron
Authorized Signatory

SAF 290 LLC

By: 

Avi Schron
Authorized Signatory

FED 290 LLC

By: _____

Avi Schron
Authorized Signatory

6851 JERICHO OWNER LLC

By: _____

Avi Schron
Authorized Signatory

325 DUFFY OWNER LLC

By: _____

Avi Schron
Authorized Signatory

1 FAIRCHILD OWNER LLC

By: _____

Avi Schron
Authorized Signatory

95 SEAVIEW OWNER LLC

By: _____

Avi Schron
Authorized Signatory

79 EXPRESS OWNER LLC

By: _____

Avi Schron
Authorized Signatory

230 DUFFY OWNER LLC

By: _____

Avi Schron
Authorized Signatory

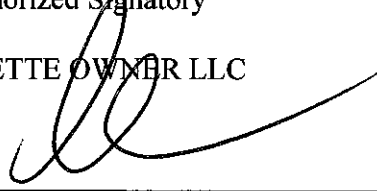
575 UNDERHILL OWNER LLC

By: _____


Avi Schron
Authorized Signatory

99 LAFAYETTE OWNER LLC

By: _____


Avi Schron
Authorized Signatory

[Acknowledgment Page to Second Amendment of Sublease Agreement]

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

On the 21 day of October, 2020 before me, the undersigned, personally appeared **Harry Coghlan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

On the ____ day of October, 2020 before me, the undersigned, 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

[Acknowledgment Page to Second Amendment of Sublease Agreement]

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

On the ____ day of October, 2020 before me, the undersigned, personally appeared **Harry Coghlan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU ^{NY})

On the 29th day of October, 2020 before me, the undersigned, 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

SUMITA RAGBIR
Notary Public, State of New York
NO. 01RA6161882
Qualified in Queens County
Commission Expires Feb 26, 2023

SCHEDULE A
LESSORS

SCHEDULE A

LIST OF PROJECT FACILITY PROPERTIES

<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	32 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

EXHIBIT A

DESCRIPTION OF THE 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