NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

PINE TOWN HOMES, L.P.

UNIFORM PROJECT AGREEMENT

DATED AS OF MAY 1, 2026

ADDRESS :	151B East Pine Street
CITY:	Long Beach
TOWN:	--
COUNTY:	Nassau
STATE:	New York

Prepared By:

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

UNIFORM PROJECT AGREEMENT

THIS UNIFORM PROJECT AGREEMENT dated as of May 1, 2026 (this "Agreement") 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 PINE TOWN HOMES, L.P., a limited partnership organized and existing under the laws of the State of New York, having an office at 60 Cuttermill Road, Suite 200, Great Neck, NY 11021 (the "Company").

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 in effect as of the Closing Date (as hereinafter defined), 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 industrial, manufacturing, warehousing, commercial, research and recreation 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, the Company previously submitted an application for financial assistance (the "Original Application") to the Agency requesting that the Agency consider undertaking a project (the "Original Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 3.6 acre parcel of land located at 151B East Pine Street, City of Long Beach, County of Nassau, New York (the "Land"), (2) the renovation of eight (8) existing two-story multifamily housing structures (comprised of approximately 130 low-income housing units) with a collective gross residential square footage of approximately 125,000 sq. ft., located on the Land, together with related improvements (collectively, the "Building"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Original Equipment"), all of the foregoing to continue to constitute a housing complex comprised of approximately 130 low-income housing rental units (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes and real property taxes (but not including special assessments and ad valorem levies) (the "Original Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on June 22, 2011 (the "Authorizing Resolution"), the Agency determined to proceed with the Original Project, to grant the Original Financial Assistance and to enter into a "straight lease transaction" (as such quoted term is defined in the Act); and

WHEREAS, the Agency appointed the Company as agent of the Agency to undertake the renovation, installation and equipping of the Project Facility and the Agency subleased the Project Facility to the Company, all pursuant to the terms and conditions set forth in the Lease Agreement dated as of June 1, 2011 between the Company and the Agency (as amended, the "Lease Agreement"), and the other Transaction Documents (as defined in the Lease Agreement for purposes of this recital); and

WHEREAS, the Company submitted a new application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project at the Project Facility (the "Project") consisting of the following: (A)(1) the interior renovation of the Project Facility consisting primarily of installing new kitchens and bathrooms throughout the Project Facility, and (2) the acquisition of certain furniture, fixtures, machinery, equipment and building materials (the "Equipment") necessary for the completion thereof; and (B) the granting of certain additional "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes and mortgage recording taxes (collectively, the "Financial Assistance"); 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 (collectively, the "Public Hearing") to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on February 4, 2026 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 February 4, 2026 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 February 23, 2026, at 10:30 a.m., local time, at Community Hall/Council Chamber, 1 West Chester Street, City of Long Beach, 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 granting of the Financial Assistance by the Agency does not constitute a deviation under the Agency's Uniform Tax Exemption Policy; 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 is required to satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project; and

WHEREAS, by resolution adopted by the members of the Agency on March 12, 2026 (the "SEQRA Resolution"), the Agency determined that the Project is a Type II action under 6 N.Y.C.R.R. 617.5(c)(1), and (c)(31), and, therefore, is precluded from further environmental review; and

WHEREAS, following the Agency's review and assessment of the Report and all other material information necessary to afford a reasonable basis for the Agency to make a determination to approve the Financial Assistance, the Agency, by resolution adopted by the members of the Agency on March 12, 2026 (the "Authorizing Resolution"), determined to proceed with the Project, to grant the Financial Assistance and to enter into the "straight lease transaction" (as such quoted term is defined in the Act) contemplated by the Authorizing Resolution; and

WHEREAS, the Agency proposes to appoint the Company as agent of the Agency to undertake the renovation, installation and equipping of the Project Facility, and the Company desires to act as agent of the Agency to undertake the renovation, installation and equipping of the Project Facility, all pursuant to the terms and conditions hereinafter set forth in this Agreement and in the other Transaction Documents; and

WHEREAS, the acquisition of an interest in the Equipment and the granting of the Financial Assistance by the Agency to the Company are for proper purposes, including, without limitation, the advancement of the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State of New York and the prevention of unemployment and economic deterioration pursuant to the provisions of the Act; and

WHEREAS, the members of the Agency have determined that (A) the granting of the Financial Assistance by the Agency to the Company is necessary to induce the Company to proceed with the Project, and (B) there is a likelihood that the Project would not be undertaken but for the granting of the Financial Assistance by the Agency to the Company; and

WHEREAS, immediately prior to the execution and delivery of this Agreement, the Company will execute and deliver or cause to be executed and delivered to the Agency a bill of sale dated the Closing Date (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in and to the Equipment;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I
DEFINITIONS

SECTION 1.1 DEFINITIONS. The following words and terms used in this Agreement shall have the respective meanings set forth below, unless the context or use indicates another or different meaning or intent:

"Act" shall have the meaning assigned to such term in the recitals to this Agreement.

"Administrative Fee" shall have the meaning assigned to such term in Section 5.3(B) of this Agreement.

"Affiliate" of a Person means a Person who directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, such Person. The term "control" means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the voting stock or other equity interest of such Person.

"Agency" means (A) the Nassau County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the Nassau County Industrial Development Agency, or its successors or assigns, may be a party.

"Annual Fee" shall have the meaning assigned to such term in Section 5.3(C) of this Agreement.

"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).

"Applicable Law" or "Applicable Laws" means, individually or collectively as the context may require, all current and future statutes, codes, laws, acts, ordinances, treaties, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, determinations and requirements, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of the foregoing to be determined both as if the Agency were the owner of an interest in the Project Facility and as if the Company and not the Agency were the owner of an interest in the Project Facility), including but not limited to (1) applicable fair housing, health, building, zoning, land use, use, rent, accessibility, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, (3) judgments, decrees, orders or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority, and (4) applicable covenants and restrictions relating in any way to the Project Facility.

"Application" shall have the meaning assigned to such term in the recitals to this Agreement.

"Authorizing Resolution" shall have the meaning assigned to such term in the recitals to this Agreement.

"Authorized Representative" means the Person or Persons at the time designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, as the case may be, containing the specimen signature of each such Person and signed on behalf of (A) the Agency by its Chairman, Vice-Chairman, Secretary, Executive Director, Administrative Director or such other Person as may be authorized by resolution of the members of the Agency to act on behalf of the Agency, and (B) the Company by its President or any Vice President, if a corporation, or a member or a manager, if a limited liability company, or a general partner, if a partnership, or such other Person as may be authorized in writing by the members of such limited liability company or by the board of directors of such corporation or by the general partner of such partnership, to act on behalf of the Company, as the case may be.

"Benefits" shall have the meaning assigned to such term in Section 11.3 of this Agreement.

"Bill of Sale to Agency" shall have the meaning assigned to such term in the recitals to this Agreement.

"Bill of Sale to Company" means the bill of sale from the Agency to the Company, pursuant to which the Agency conveys to the Company all of the Agency's interest in the Equipment, substantially in the form attached as Exhibit D to this Agreement.

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

"Building" shall have the meaning assigned to such term in the recitals to this Agreement.

"Business Day" means a day on which banks located in the County are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Closing" means the closing at which this Agreement and the other Transaction Documents are executed and delivered by the Company, the Agency and the other parties thereto.

"Closing Date" means the date of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

"Collateral" shall have the meaning assigned to such term in Section 5.5 of this Agreement.

"Commissioner" means the Commissioner of Taxation and Finance of the State of New York.

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

"Company" means PINE TOWN HOMES, L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, and its successors and assigns, to the extent permitted pursuant to this Agreement.

"Company Lease" shall have the meaning assigned to such term in the recitals to this Agreement.

"Completion Date" means such date as shall be certified by the Company to the Agency (and accepted by the Agency in its reasonable discretion) as the date of completion of the Project pursuant to Section 4.2 of this Agreement, or such earlier date as the Company shall notify the Agency as being the date of completion of the Project (subject to acceptance thereof by the Agency in its reasonable discretion).

"Compliance Report" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

"County" means the County of Nassau, New York.

"Default Interest Rate" means a rate of interest equal to eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less.

"Department" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Equipment" shall have the meaning assigned to such term in the recitals to this Agreement and shall include all those materials, machinery, equipment, fixtures, furnishings and building materials intended to be acquired with the proceeds of any payment made by the Company pursuant to Section 4.1 of this Agreement, and such substitutions and replacements therefor as may be made from time to time pursuant to this Agreement, including without limitation, all the Property described in Exhibit B attached to this Agreement. "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.

"Event of Default" means, with respect to any particular Transaction Document, any event specified as an Event of Default pursuant to the provisions thereof.

"Financial Assistance" means (i) an exemption from all New York State and local sales and use taxes for purchases and rental of qualifying personal property necessary for the completion of the Project and having a value not exceeding the Maximum Sales Tax Benefit, and (ii) 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 one (1) or mor mortgages encumbering the Project Facility, and having a value not exceeding the Maximum Mortgage Recording Tax Benefit.

"Form ST-60" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Form ST-123" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Form ST-340" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Governmental Authority" means the United States of America, the State, any other state, the County, any political subdivision of any of the foregoing, and any court, tribunal, arbitrator, mediator, agency, department, commission, board, bureau, authority or instrumentality of any of them.

"Gross Proceeds" means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

"Guarantor" or "Guarantors" means Scott Jaffee, a natural person.

"Guaranty" means the Guaranty of even date herewith from the Guarantor to the Agency.

"Indebtedness" means (1) the monetary obligations of the Company to the Agency or to any of its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, under this Agreement or any of the other Transaction Documents, and (2) all interest accrued on any of the foregoing.

"JTPA" shall have the meaning assigned to such term in Section 8.11 of this Agreement.

"JTPA Referral Entities" shall have the meaning assigned to such term in Section 8.11 of this Agreement.

"Land" shall have the meaning assigned to such term in the recitals to this Agreement and is more particularly described in Exhibit A to this Agreement.

"Lien" means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term "Lien" includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including, but not limited to, mechanics', materialmen's, landlord's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes of the Transaction Documents, a Person shall also be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Maximum Mortgage Recording Tax Benefit" means $108,750, which represents the maximum value of the mortgage recording tax exemption that would not otherwise be available to the Company without the Agency's involvement in the Project.

"Maximum Sales Tax Benefit" means $172,500.

"Minimum Employment Requirement" shall have the meaning assigned to such term in Section 2.2 of this Agreement.

"Net Proceeds" means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys' fees) incurred in obtaining such Gross Proceeds.

"NYSDOL" shall have the meaning assigned to such term in Section 8.11 of this Agreement.

"Permitted Encumbrances" means (A) Liens for taxes, assessments and utility charges, to the extent permitted by this Agreement, (B) any Lien or encumbrance on the Equipment obtained through any Transaction Document, and (C) any Lien or encumbrance requested by the Company in writing and consented to by the Agency, which consent shall not be unreasonably withheld or delayed by the Agency.

"Person" means an individual, partnership, limited liability company, corporation, trust, unincorporated organization or Governmental Authority.

"Plans and Specifications" means the plans and specifications for the renovation, installation and equipping of the Project Facility contemplated by Section 4.1 of this Agreement prepared by the Company's architect and reviewed by the Agency (solely for purposes of the granting of the Financial Assistance) and all applicable Governmental Authorities, as the same may be amended, modified, supplemented, restated or replaced from time to time in accordance with the terms hereof and, with respect to material modifications, subject to the review and approval of the Agency (solely for purposes of determining compliance with this Agreement), which approval shall not be unreasonably withheld, conditioned or delayed. The Agency acknowledges that it has approved the Plans and Specifications presented to the Agency through the Closing Date but such approval is solely for purposes of acknowledging compliance with this Agreement.

"Preliminary Resolution" shall have the meaning assigned to such term in the recitals to this Agreement.

"Premises" means the Land, together with the Building, and all buildings, structures and other improvements now or hereafter located thereon, and all fixtures and appurtenances and additions thereto and substitutions and replacements thereof, now or hereafter attached to or contained in or located on the Land; provided, however, that nothing in this definition shall constitute the Agency's consent to the construction of any new building or structure thereon or the construction of an addition to any existing building or structure thereon other than construction, installation and equipping of the Building as contemplated by the Plans and Specifications.

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

"Prohibited Person" means (i) any Person (A) that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County, or (B) that directly or indirectly controls, is controlled by or is under common control with a Person that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County, unless such default or breach has been waived in writing by the Agency or the County, as the case may be, and (ii) any Person (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by or is under common control with a Person that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

"Project" shall have the meaning assigned to such term in the recitals to this Agreement.

"Project Facility" shall have the meaning assigned to such term in the recitals to this Agreement.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

"Public Hearing" shall have the meaning assigned to such term in the recitals to this Agreement.

"Quarterly Sales Tax Report" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Recapture Event" shall have the meaning assigned to such term in Section 11.3 of this Agreement.

"Recapture of Benefits" shall have the meaning assigned to such term in Section 11.3 of this Agreement.

"Report" shall have the meaning assigned to such term in the recitals to this Agreement.

"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.

"Sales Tax Sub-Agent Authorization Letter" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Scheduled Completion Date" shall have the meaning assigned to such term in Section 4.2 of this Agreement.

"SEQRA" shall have the meaning assigned to such term in the recitals to this Agreement.

"SEQRA Resolution" shall have the meaning assigned to such term in the recitals to this Agreement.

"Special Counsel" means the law firm of Phillips Lytle LLP, Garden City, New York, or such other attorney or firm of attorneys located in the State whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and who are acceptable to the Agency.

"Special Provisions" shall have the meaning assigned to such term in Section 8.12 of this Agreement

"State" means the State of New York.

"State Sales and Use Taxes" means sales and compensating use taxes and fees imposed by Article 28 or Article 28-A of the New York State Tax Law, but excluding such taxes imposed in a city by Section 1107 or Section 1108 of such Article 28.

"Stated Expiration Date" shall have the meaning assigned to such term in Section 5.2 of this Agreement.

"Sub-Agent" shall have the meaning assigned to such term in Section 8.12 of this Agreement.

"Termination of Project Agreement" means the termination of uniform project agreement between the Company and the Agency, pursuant to which the Agency and the Company terminate this Agreement, substantially in the form attached as Exhibit E to this Agreement.

"Transaction Documents" means the Bill of Sale to Agency, this Agreement, the Guaranty, any Sales Tax Sub-Agent Authorization 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.

"UCC" shall have the meaning assigned to such term in Section 5.5 of this Agreement.

"Unassigned Rights" means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.1, 3.2, 4.1, 5.2, 5.4, 5.5, 6.1, 6.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.12, 8.13, 8.14, 8.16, 9.1, 10.2, 10.4, 11.2, 11.3, 12.4, 12.7, and 12.9 of this Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents, servants and employees, past, present and future, of the Agency for their own account pursuant to this Agreement, including, without limitation, any and all rights of indemnification, (C) the right of the

Agency in its own behalf to enforce the obligation of the Company to undertake and complete the Project and to confirm the qualification of the Project as a "project" under the Act, and (D) the right to enforce the foregoing pursuant to Section 5.5 and Article X of this Agreement.

"W/MBE's" shall have the meaning assigned to such term in Section 4.1 of this Agreement.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Agreement, refer to this Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the Closing Date;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons;

(E) any certificates, letters or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement;

(F) references to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time in accordance with the terms hereof;

(G) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation;" and

(H) the word "will" shall be construed to have the same meaning as the word "shall."

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Agreement and the other Transaction Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. The Agency has been duly authorized to execute, deliver and perform this Agreement and the other Transaction Documents to which the Agency is a party.

(B) Neither the execution and delivery of this Agreement or the other Transaction Documents to which the Agency is a party, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the provisions of this Agreement or the other Transaction Documents to which the Agency is a party will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the certificate of establishment or by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, nor will constitute a default by the Agency under any of the foregoing.

(C) Except as provided in Section 5.5 and in Articles IX, X and XI hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all liens or encumbrances created by the Agency, except as contemplated or permitted by the terms of this Agreement and the other Transaction Documents.

(D) The Agency has been induced to enter into this Agreement and the other Transaction Documents to which the Agency is a party by the undertaking of the Company to renovate, install, equip and operate the Project Facility in furtherance of the public purposes of the Agency.

SECTION 2.2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited partnership duly organized, validly existing and in good standing under the laws of the State of New York and all other jurisdictions in which its operations or ownership of its Properties so require, and has the power to execute and deliver this Agreement and the other Transaction Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its partners, the Company has been duly authorized to execute, deliver and perform this Agreement and the other Transaction Documents to which the Company is a party. No other consent, approval or action by the general or limited partners of the Company or any other consent or approval (governmental or otherwise) or the taking of any other action is required as a condition to the validity or enforceability of this Agreement or any of the other Transaction Documents. This Agreement and the other Transaction Documents to which the Company is a party have been duly authorized, executed and delivered by the Company.

(B) Neither the execution and delivery of this Agreement or any of the other Transaction Documents to which the Company is a party, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the provisions of this Agreement or the other Transaction Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's certificate of limited partnership, limited partnership agreement or any other partnership restriction, order, judgment, agreement, document or instrument to which the Company is a party or by which the Company or any of its Property is bound, or constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon the Project Facility under the terms of any of the foregoing, other than Permitted Encumbrances, (2) conflict with or result in a violation of Applicable Laws, (3) require consent or approval (which has not been heretofore received and provided to the Agency) under any company restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) require consent or approval (which has not been heretofore obtained and provided to the Agency) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any Governmental Authority having jurisdiction over the Company or any of the Property of the Company.

(C) The undertaking and completion of the Project by the Company as agent of the Agency and the operation of the Project Facility by the Company will not result in the removal of a facility or plant of the Company or any other occupant of the Project Facility, or any part thereof, from one area of the State to another area of the State (other than relocations within the County) or in the abandonment of one or more plants or facilities of the Company or any other occupant of the Project Facility, or any part thereof, located in the State (other than within the County). Therefore, the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Company.

(D) This Agreement and the other Transaction Documents to which the Company is a party constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

(E) The Project Facility constitutes a commercial facility and the Project will advance the Agency's purposes by promoting job opportunities and preventing economic deterioration in the County. The Project Facility is, and so long as this Agreement shall remain in effect, the Project Facility will continue to be a "project" (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action), or allow any action to be taken or not taken, which action, inaction or omission would in any way cause the Project Facility not to constitute a "project" (as such quoted term is defined in the Act).

(F) The 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 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.

(G) The Company shall cause the Project Facility and the operation thereof to comply with all Applicable Laws in all respects. The Company shall cause all notices as required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project or the operation of the Project Facility.

(H) The Project will not have a "significant adverse environmental impact" (as such term is used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions enumerated or referenced in the SEQRA Resolution applicable to the renovation, installation, equipping and operation of the Project Facility contemplated by Section 4.1 of this Agreement and in any other approvals issued by any other Governmental Authority with respect to the Project Facility. No material changes with respect to any aspect of the Project have arisen from the date of the adoption of the SEQRA Resolution which would cause the determinations contained therein to be untrue.

(I) The 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.

(J) 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.

(K) There are no actions, suits, investigations or proceedings of or before any Governmental Authority, pending or threatened against the Company or any of its Property which (i) either in any case or in the aggregate, if adversely determined, would materially, adversely affect the business, operations or condition, financial or otherwise, of the Company, (ii) would adversely affect the ability of the Company to perform its obligations under this Agreement or any other Transaction Document, or (iii) question the validity of any of the Transaction Documents or any action to be taken in connection with the transactions contemplated thereby.

(L) The Company is not in default with respect to any order, writ, injunction or decree of any Governmental Authority, or in violation of any law, statute or regulation, domestic or foreign, to which the Company or any of its Property is subject.

(M) The granting of the Financial Assistance has induced the Company to proceed with the Project in the County. The granting of the Financial Assistance by the Agency with respect to the Project, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the County and the State and improve their prosperity and standard of living, and will prevent unemployment and economic deterioration and thereby serve the public purposes of the Act.

(N) The funds available to the Company are sufficient to pay all costs in connection with the renovation, installation and equipping of the Project Facility.

(O) The Company is not a Prohibited Person, the Guarantor is not a Prohibited Person, no Affiliate of the Company or the Guarantor is a Prohibited Person and no member or manager of the Company, is a Prohibited Person.

(P) Neither this Agreement nor any other Transaction Document nor any other document, certificate, agreement or instrument furnished to the Agency by or on behalf of the Company or the Guarantor contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(Q) No funds of the Agency shall be used in connection with the transactions contemplated by this Agreement for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, nor shall any funds of the Agency be given hereunder to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State.

(R) The Company is, and shall at all times during the term of this Agreement, continue to be owned solely by (i) Pine Town Long Beach GP, LLC, a Delaware limited liability company (the "General Partner"), as to a 1% general partner interest, and (ii) Pine Town Investors LLC, a New York limited liability company (the "Limited Partner"), as to a 99% limited partner interest. The General Partner is, and shall at all times during the term of this Agreement, continue to be owned and managed solely by SE Pine Town LLC ("SE Pine Town"), which is, and shall at all times during the term of this Agreement, continue to be owned by Scott Jaffee, as to a 50% managing member interest, and Eric Nelson as to a 50% non-managing member interest. The Limited Partner is, and shall at all times during the term of this Agreement, continue to be managed solely by Scott Jaffee and Eric Nelson and owned, directly or indirectly by, Scott Jaffee, Matthew L. Jaffee, Aaron R. Jaffee, Emily Rose Nelson, Jack Henry Nelson, Mitchell Reiter, Marci Reiter, Philip Gambino and/or trusts for the benefit of such named members or the members of the immediate families of such named members.

(S) The Project Facility is located entirely within the boundaries of the City of Long Beach, Nassau County, New York, is not located in whole or in part within the boundaries of any other incorporated city or village, and is located only within the Long Beach Union Free School District.

(T) The total cost of the Project is estimated to be at least $48,000,000.

(U) The Company has not conveyed, assigned, transferred, mortgaged, hypothecated, pledged or granted a security interest in its interest in the Project Facility pursuant to a mortgage, security agreement, pledge or other agreement that prohibits the Company from executing and delivering this Agreement or any other Transaction Document. The Company covenants and agrees that it shall not enter into a mortgage, security agreement, pledge or other agreement under the terms of which the existence of this Agreement or any other Transaction Document would constitute a default or an event of default.

(V) Neither the Company, nor the Guarantor, nor any Affiliate of the Company or the Guarantor nor any member or manager of the Company has employed or retained any appointed or elected governmental official to solicit or secure the Agency's undertaking of the Project or its agreement to enter into this Agreement or any other Transaction Document upon an agreement of understanding for a commission or percentage, brokerage or contingent fee.

(W) 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.

(X) The Company shall (i) maintain not less than three (3) full-time equivalent, private sector jobs as described in the Application throughout the term of this Agreement, and (ii) create at least fifteen (15) new, full-time equivalent, private sector construction jobs during the period from the Closing Date until the Completion Date; all of which jobs shall, at all applicable times during the term of this Agreement, be located at the Project Facility (collectively, the "Minimum Employment Requirement").

ARTICLE III
CONVEYANCE AND USE OF PROJECT FACILITY

SECTION 3.1 CONVEYANCE TO THE AGENCY.

(A) Pursuant to the Bill of Sale to Agency, the Company has conveyed or will convey to the Agency all its rights, title and interest in and to the Equipment for the purpose of undertaking and completing the Project, free and clear from all Liens except for Permitted Encumbrances, and agrees that the Company will defend (with counsel selected by the Agency and reasonably acceptable to the Company), indemnify and hold the Agency harmless from any expense or liability due to any defect in title thereto.

(B) The Company and the Agency acknowledge that the Project Facility and the interest therein conveyed to the Agency from the Company are not "property" (as such term is defined in Title 5-A of the Public Authorities Law of the State of New York) because such property and the interests therein are security for the Company's obligations to the Agency under this Agreement and the other Transaction Documents, including, without limitation, (i) the Company's obligation to renovate, install, equip and maintain the Project Facility on behalf of the Agency, and (ii) the performance by the Company to the Agency of the Company's other obligations under this Agreement and the other Transaction Documents.

SECTION 3.2 USE OF PROJECT FACILITY. Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Transaction Documents, provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project into disrepute as a public project; provided, further, however, that at no time shall any such use be other than by the Company as a housing complex comprised of approximately 130 low-income housing rental units, together with uses incidental thereto, except with the prior written consent of the Agency, which consent may be withheld in the Agency's sole and absolute discretion. The Company shall not occupy, use or operate the Project Facility, or any part thereof, or permit or suffer the Project Facility, or any part thereof, to be occupied, used or operated (1) for any unlawful purpose, or (2) in violation of any certificate of occupancy affecting the Project Facility, or (3) for any use which may constitute a nuisance, public or private, or (4) for any use that would make void or voidable any insurance then in force with respect thereto, (5) by any tenant, subtenant, user or occupant whose use, occupancy or operation of the Project Facility would be in violation of Applicable Laws, or (6) for any purpose or in any manner other than as approved by the Agency pursuant to the Authorizing Resolution and described herein, unless otherwise consented by the Agency. All permits and licenses necessary for the operation of the Project Facility as contemplated by this Section 3.2 shall be procured promptly by or on behalf of the Company. Any provision of this Agreement to the contrary notwithstanding, the Company shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

ARTICLE IV
UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1 UNDERTAKING OF THE PROJECT.

(A) The Company shall, on behalf of the Agency, promptly renovate, install and equip the Project Facility, or cause the renovation, installation and equipping of the Project Facility, all in accordance with the Plans and Specifications, in a first-class, workmanlike manner using high grade materials, free of defects in materials and workmanship. Notwithstanding the foregoing, the Company shall not, at any time during the term of this Agreement, construct any new structure on the Land (other than the Building in accordance with the Plans and Specifications) or construct an addition to or otherwise increase the useable square footage of the Building depicted in the Plans and Specifications or otherwise construct any additional improvements on the Land without the prior written consent of the Agency.

(B) No material change in the Plans and Specifications shall be made unless the Agency shall have consented thereto in writing (which consent shall not be unreasonably withheld or delayed).

(C) Title to all materials, equipment, machinery and other items of Equipment presently incorporated or installed in and which are a part of the Project Facility shall vest in the Agency immediately upon execution of the Bill of Sale to Agency, subject to Permitted Encumbrances. Title to all materials, equipment, machinery and other items of Equipment acquired subsequent to the Closing Date and intended to be incorporated or installed in and to become part of the Project Facility shall vest in the Agency immediately upon delivery to the Premises or incorporation or installation in the Project Facility, whichever shall first occur, subject to Permitted Encumbrances. The Company shall execute, deliver and record or file all instruments necessary or appropriate to vest title to the above in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons.

(D) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1, which shall be in form and substance reasonably satisfactory to the Agency and containing such exculpatory provisions as the Agency shall require; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Company available therefor and advanced by the Company for such purpose pursuant to this Section 4.1.

(E) The Agency hereby appoints the Company, and the Company hereby accepts such appointment, as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Transaction Documents: (1) to renovate, install and equip the Project Facility as contemplated by this Agreement, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be required or proper, all for the renovation, installation and equipping of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Section 4.1, (3) to pay all fees, costs and expenses incurred in the renovation, installation and equipping of the Project Facility from funds made available therefor in accordance with this Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, writing or instruction in connection with the renovation, installation and equipping of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same.

(F) The Company has given or will give or cause to be given all notices pursuant to and has complied and will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility. All permits and licenses necessary for the prosecution of work on the Project Facility have been or shall be procured promptly by the Company.

(G) The Company shall not take any action, or neglect to take any action, including, without limitation, the employment of any contractor, if such action or inaction would result in jurisdictional disputes or strikes or labor disharmony at or in connection with the Project Facility.

(H) The Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith. Title to portions of the Project Facility acquired, renovated and installed at the Company's cost shall immediately upon such acquisition, renovation or installation vest in the Agency, subject to Permitted Encumbrances. The Company shall execute, deliver and record or file such instruments as the Agency may request in order to perfect or protect the Agency's title to such portions of the Project Facility.

(I) No payment by the Company pursuant to this Section 4.1 shall entitle the Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by the Company under this Agreement or any other Transaction Document.

(J) The Company agrees, (i) at the sole expense of the Company, to erect signage at the Project Facility during the renovation, installation and equipping of the Project Facility, which signage shall be in form and content reasonably satisfactory to the Agency and shall identify the Agency and its role in the Project, (ii) at the option of the Agency and at the sole expense of the Company, to install within the Project Facility a sign or plaque permanently memorializing the Agency's role in the Project, which sign or plaque shall be in form, content and placed in a location satisfactory to the Agency, and (iii) that the Agency may otherwise publicize the Agency's role in the Project.

(K) The Company agrees to solicit bids, or cause bids to be solicited, from at least one (1) contractor or vendor based in the County for each contract entered into with respect to the Project Facility, including, without limitation, contracts for construction (including, without limitation, the initial renovation, installation and equipping of the Project Facility), alteration, renovation, purchase of goods or services, maintenance and repair. Further, the Company covenants to use its best efforts to let such contracts or cause its contractors or subcontractors to let such contracts, where practicable, to contractors or vendors based in the County.

(L) W/MBE Contractors.

(1) The Company will use its best efforts to take or cause to be taken "affirmative steps" (as defined below) to assure that qualified women-owned and/or minority-owned business enterprises ("W/MBE's") are used, when possible, for each contract entered into with respect to the Project Facility, including, without limitation, contracts for construction (including, without limitation, the initial renovation, installation and equipping of the Project Facility), renovation, demolition, replacement, alteration, purchase of goods and services, maintenance and repair.

(2) For purposes of this subsection (L), the term "affirmative steps" shall mean: (a) placing qualified W/MBE's on solicitation lists; (b) assuring that qualified W/MBE's are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified W/MBE's; (d) establishing delivery schedules, where the requirement permits, that encourage participation by qualified W/MBE's; and (e) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in clauses (a) through (d).

(3) For purposes of this subsection (L), the term "qualified W/MBE's" shall mean those women-owned and/or minority-owned business enterprises designated as such by New York State.

(M) The Company covenants and agrees to make a total investment in the Project Facility as of the Scheduled Completion Date in an amount not less than $3,600,000 (which represents the product of (1) 0.90 and (2) the sum of $4,000,000 being the total project renovation costs as stated in the Application). The Company shall provide written documentation of such investment, in form and substance satisfactory to the Agency, no later than February 11th of the calendar year following the Scheduled Completion Date.

(N) The Company shall furnish to the Agency all information and/or documentation requested by the Agency pursuant to this Section 4.1 and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section 4.1.

SECTION 4.2 COMPLETION OF THE PROJECT FACILITY; FEES.

(A) The Company will proceed with due diligence to commence renovation, installation and equipping of the Project Facility in accordance with Section 4.1 of this Agreement within thirty (30) days after the Closing Date and shall proceed with due diligence to complete the renovation, installation and equipping of the Project Facility on or before September 1, 2027 (the "Scheduled Completion Date") and shall continue operation of the Project Facility during such period of renovation, installation and equipping in accordance with the provisions of this Agreement. Completion of the renovation, installation and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (A) the date of such completion, (B) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (C) that the renovation, installation and equipping of the Project Facility have been completed in a good and workmanlike manner, (D) that the Company and the Agency have good and valid interests in and to all Property constituting a portion of the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Project Facility is ready for occupancy, use and operation for its intended purposes. Such certificate shall be accompanied by a temporary or permanent certificate of occupancy for the Project Facility and any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes.

(B) The Company shall pay within the time periods required by applicable Governmental Authorities, all construction related and other fees for the Project, including, without limitation, building permit fees, plumbing fixture permit fees, recreation fees, site planning fees, municipal consultant review fees, special use fees, variance fees, sewer hook up fees, water service installation fees and fire line fees, if any.

SECTION 4.3 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a default by any contractor, subcontractor or materialman under any contract made by it in connection with the renovation, installation and equipping of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Company shall (i) proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract, or (ii) terminate such contract. The Company may, in its own name or, with the prior written consent of the Agency, which consent shall not be unreasonably withheld, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used to the extent necessary to complete the Project Facility then to pay all reasonable costs and expenses incurred by the Agency in connection therewith, and thereafter be paid to the Company for its own use.

SECTION 4.4 PURPOSE OF THE PROJECT. It is understood and agreed by the Agency and the Company that the purposes of the granting of the Financial Assistance are to promote, develop, encourage and assist in the renovating, 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.

ARTICLE V
TERM AND AMOUNTS PAYABLE

SECTION 5.1 RESERVED.

SECTION 5.2 DURATION OF THE TERM. The term of this Agreement shall commence on the Closing Date and shall expire at 12:00 a.m. on the earlier to occur of (1) January 1, 2044 (the "Stated Expiration Date"), or (2) the date that this Agreement shall terminate pursuant to Article X or Article XI hereof.

SECTION 5.3 AMOUNTS PAYABLE.

(A) The Company shall pay on the date of execution and delivery of this Agreement, as the basic project payments due hereunder: (1) the sum of $1.00, (2) all reasonable fees and expenses of counsel to the Agency and Special Counsel to date with respect to the Project, and (3) all other costs and expenses incurred by the Agency in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

(B) The Company agrees to pay to the Agency on the date of execution and delivery of this Agreement, the following fees: (1) a closing compliance fee in the amount of $2,500.00, and (2) an Agency administrative fee in the amount of $40,000.00, with respect to the Project (collectively, the "Administrative Fee"). The Administrative Fee is due and payable by the Company to the Agency on the Closing Date. The Administrative Fee is non-refundable and is deemed earned in full upon the execution and delivery of this Agreement.

(C) Within five (5) Business Days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the sum of the costs and expenses of the Agency and the officers, members, agents, attorneys, servants and employees thereof, past, present and future, incurred by reason of the Agency's undertaking of the Project or in connection with the carrying out of the Agency's duties and obligations under this Agreement or any of the other Transaction Documents, and any other fee or expense of the Agency with respect to the Project Facility, the payment of which is not otherwise provided for under this Agreement.

(D) The Company agrees to make the above-mentioned payments in immediately available funds, without any further notice or demand and without set-off or deduction, by wire transfer or other form of payment satisfactory to the Agency, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 5.3 within ten (10) Business Days of the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate, from the date on which such payment was due until the date on which such payment is received by the Agency.

SECTION 5.4 NATURE OF OBLIGATIONS OF THE COMPANY HEREUNDER.

(A) The obligations of the Company to make the payments required by this Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any defense or any right of setoff, recoupment, counterclaim or abatement that the Company may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Agreement, or terminate this Agreement (except as set forth in Section 11.1 hereof), for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Agreement.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part expressly contained in this Agreement, and, in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.9 hereof); provided, however, that the Company shall look solely to the Agency's estate and interest in the Project Facility for the satisfaction of any right or remedy of the Company for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Company), servants or employees, past, present and future, of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Company's remedies under or with respect to this Agreement, the relationship of the Agency and the Company hereunder or the Company's use and occupancy to the Project Facility, or any other liability of the Agency to the Company.

SECTION 5.5 GRANT OF SECURITY INTEREST. This Agreement shall constitute a "security agreement", as such term is defined in the Uniform Commercial Code adopted in the State, as the same may from time to time be in effect (the "UCC"). The Company hereby grants the Agency a first-priority security interest in all of the right, title and interest of the Company in the materials, machinery, equipment, trade fixtures, fixtures, furniture, furnishings and other tangible personal property acquired by or on behalf of the Company pursuant to this Agreement and/or any Sales Tax Sub-Agent Authorization Letter, and in all additions and accessions thereto, all replacements and substitutions therefor, all books, records and accounts of the Company pertaining to the Project Facility, and all proceeds and products thereof (collectively, the "Collateral"), as security for payment of the rental payments and all other payments and obligations of the Company hereunder, and the Agency is authorized to file financing statements with respect to such Collateral without the Company executing the same. If an Event of Default shall occur under this Agreement or any other Transaction Document, the Agency shall have, in addition to any and all other rights and remedies set forth in this Agreement, and may exercise without demand, any and all rights and remedies granted to a secured party under the UCC, including, but not limited to, the right to take possession of the Equipment and any fixtures or other personal property that constitute part of the Collateral, and the right to advertise and sell the same, or any part thereof, pursuant to and in accordance with the UCC. The Company agrees that any notice of public or private sale with respect to such Collateral, or any part thereof, shall constitute reasonable notice if it is sent to the Company not less than ten (10) Business Days prior to the date of any such sale. The Company hereby irrevocably appoints the Agency as its attorney-in-fact to execute, deliver and/or file any instruments or statements necessary or convenient to perfect and continue the security interest granted herein.

ARTICLE VI
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1 MAINTENANCE AND MODIFICATIONS OF THE PROJECT FACILITY.

(A) The Company shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) occupy, use and operate the Project Facility, and shall cause the Project Facility to be occupied, used and operated, in the manner for which it was intended and contemplated by this Agreement, (3) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), (4) operate the Project Facility in a sound and economical manner, (5) not abandon the Project Facility, and (6) not create, permit or suffer to exist any mortgage, encumbrance, lien, security interest, claim or charge against the Project Facility, or any part thereof, or the interest of the Agency or the Company in the Project Facility or this Agreement, except for Permitted Encumbrances. The Agency shall have no obligation to replace, maintain or effect replacements, renewals or repairs of the Project Facility, or to furnish any utilities or services for the Project Facility and the Company hereby agrees to assume full responsibility therefor.

(B) Any provision of this Agreement to the contrary notwithstanding, the Company shall not construct any building or structure on the Land other than the Building (as depicted and described in the Plans and Specifications) or any addition to any existing building on the Land without the prior written consent of the Agency, which consent may be withheld in the Agency's sole and absolute discretion.

(C) The Company from time to time may install additional machinery, equipment or other personal property in the Project Facility (which may be attached or affixed to the Project Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Project Facility, so long as such additional property is properly identified by such appropriate records, including computerized records, as approved by the Agency, and was not purchased or leased utilizing the exemption from sales and use taxes provided by the Agency pursuant to this Agreement. The Company from time to time may create or permit to be created any Lien on such machinery, equipment or other personal property. Further, the Company from time to time may remove or permit the removal of such machinery, equipment and other personal property from the Project Facility, provided that any such removal of such machinery, equipment or other personal property shall not occur: (i) if any Event of Default has occurred or (ii) if any such removal shall adversely affect the structural integrity of the Project Facility or impair the overall operating efficiency of the Project Facility for the purposes for which it is intended, and provided further, that if any damage to the Project Facility is occasioned by such removal, the Company agrees promptly to repair or cause to be repaired such damage at its own expense.

SECTION 6.2 RESERVED.

SECTION 6.3 INSURANCE REQUIRED. During the term of this Agreement, the Company shall maintain insurance with respect to the Project Facility against such risks and liabilities and for such amounts and on such terms as are required pursuant to Article VI of the Lease Agreement.

ARTICLE VII
RESERVED

ARTICLE VIII
SPECIAL COVENANTS

SECTION 8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

SECTION 8.2 HOLD HARMLESS PROVISIONS.

(A) The Company hereby releases the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, from, agrees that the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, shall not be liable for and agrees to indemnify, defend (with counsel selected by the Agency) and hold the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising directly or indirectly as a result of the Agency's undertaking the Project, including, but not limited to: (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project or the Project Facility or arising by reason of or in connection with the occupancy or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Agency's renovating, equipping, installing, owning or selling the Project Facility or arising from or incurred based on the Agency's involvement in the Project Facility, including, without limiting the generality of the foregoing, (i) all liabilities or claims arising as a result of the Agency's obligations under this Agreement or any of the other Transaction Documents or the enforcement of or defense of validity of any provision of any of the Transaction Documents, and (ii) all liabilities or claims arising as a result of the Agency's involvement in the Project or the granting of the Financial Assistance, (3) all liabilities and expenses arising from the failure or alleged failure of the Project Facility, the Project, the Company or the Company's members, managers, officers, agents, attorneys, servants or employees to comply with Applicable Laws, including, without limitation, any claim that the Agency aided or abetted in such failure or alleged failure to comply with Applicable Laws, (4) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1 of this Agreement, and (5) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company), attorneys, servants or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure its liabilities assumed pursuant to this Section 8.2 in the liability policies required by Section 6.3(C) of the Lease Agreement.

(D) Notwithstanding any other provisions of this Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination or expiration of this Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency or its members, agents (other than the Company), attorneys, servants or employees, past, present or future, relating thereto.

SECTION 8.3 RIGHT OF ACCESS TO THE PROJECT FACILITY. The Company agrees that, subject to the rights of residential tenants of the Project Facility, the Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to the Company to enter upon and to examine and inspect the Project Facility (except in the event of an emergency for which prior notice shall not be required); provided, however, that no such notice shall be required in the event of an emergency or if an Event of Default has occurred and is continuing under this Agreement. The Company further agrees that the Agency shall have such rights of access to the Project Facility (subject to the provisions of the immediately preceding sentence of this Section 8.3) as may be reasonably necessary to cause the proper maintenance of the Project Facility in the event of failure by the Company to perform its obligations hereunder, but the exercise of such right shall in no event be construed to mean that the Agency has assumed any obligation hereunder to perform such maintenance.

SECTION 8.4 COMPANY NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS. The Company agrees that, during the term of this Agreement, (A) it will maintain its existence as in effect on the Closing Date, (B) will not dissolve or otherwise dispose of all or substantially all of its assets, and (C) will not consolidate with or merge into another Person, or permit one or more Persons to consolidate with or merge into it, without giving prior written notice to the Agency and obtaining the written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. The Company agrees that it will not change its name or its state of organization without giving prior written notice to the Agency and obtaining the written consent of the Agency, which consent shall not be unreasonably withheld or delayed.

SECTION 8.5 AGREEMENT TO PROVIDE INFORMATION. The Company shall provide and certify or cause to be provided and certified such information concerning the Company, its finances, its operations, its employment and its affairs and the Guarantor as the Agency deems necessary, including, to enable the Agency to make any report required by Applicable Laws, including, without limitation, any reports required by the Act or the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009, each as amended from time to time, or any other reports required by the New York State Authority Budget Office or the Office of the State Comptroller, or any of the Transaction Documents. Such information shall be provided within thirty (30) days following written request from the Agency.

SECTION 8.6 BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES.

(A) The Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

(B) On or before February 10th of each year during the term of this Agreement, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that no Event of Default hereunder or under any other Transaction Document has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto. The Company represents to the Agency that the Company's fiscal year ends on December 31st.

SECTION 8.7 COMPLIANCE WITH APPLICABLE LAWS.

(A) The Company agrees, for the benefit of the Agency, that it will, during the term of this Agreement, promptly comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A), the Company may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Company (1) first shall have notified the Agency in writing of such contest, (2) is not in default under any of the Transaction Documents beyond any applicable notice or cure period, (3) shall have set aside adequate reserves for any such requirement, (4) demonstrates to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture, (5) demonstrates to the reasonable satisfaction of the Agency that such contest shall not result in the Company or the Agency being in any danger of any civil or criminal liability for failure to comply therewith, and (6) diligently prosecutes such contest to completion. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B), if the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, may be liable for prosecution for failure to comply therewith, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

(A) The Company hereby agrees not to create or suffer to be created any Lien on any Properties of the Agency, or on any funds of the Agency applicable to or deriving from the Project Facility, other than Permitted Encumbrances.

(B) If any Lien (other than a Permitted Encumbrance) is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued or any claim, whether or not valid, is made against the Project Facility or any part thereof or the interest therein of the Company or the Agency or against any funds of the Agency applicable to or deriving from the Project Facility, the Company, immediately upon receiving notice of the filing, assertion, entry or issuance thereof, shall give written notice thereof to the Agency and take all action (including, without limitation, the payment of money and/or securing of a bond) at its own cost and expense as may be necessary or appropriate to obtain the discharge in full thereof and remove or nullify the basis therefor. Nothing herein shall be construed as constituting the consent to or permission of the Agency for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against the Agency's interest in the Project Facility.

SECTION 8.9 PERFORMANCE OF THE COMPANY'S OBLIGATIONS. Should the Company fail to make any payment or to do any act as herein provided beyond applicable notice and/or cure periods, if applicable, the Agency may, but shall not be obligated to, without notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith; and the Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon, at the Default Interest Rate, from the date of written demand to the Company.

SECTION 8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other state and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

SECTION 8.11 EMPLOYMENT OPPORTUNITIES.

(A) The Company shall ensure that all employees and applicants for employment with regard to the Project, including, without limitation, the employees of and applicants for employment with the Company, or any of its Affiliates, are afforded equal employment opportunities without discrimination.

(B) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements, the Company agrees (1) to list or cause to be listed all new employment opportunities created as a result of the Project with the New York State Department of Labor, Community Services Division (the "NYSDOL") and with the administrative entity (collectively with NYSDOL, the "JTPA Referral Entities") of the service delivery area created by the federal Job Training Partnership Act (P.L. No. 97-300) (including any successor statute thereto, including, without limitation, the Workforce Investment Act of 1998 (P.L. No. 105-270), collectively, the "JTPA") in which the Project Facility is located, and (2) where practicable, to first consider and to cause to be first considered for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

(C) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, prior to the effective date of this Agreement, an employment plan, in form and substance satisfactory to the Agency.

(D) The Company agrees to file with the Agency on a calendar year basis not later than February 10th of each year during the term of this Agreement, 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 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 Company shall provide such annual report (and supporting documentation) with respect to its employees and shall cause its Affiliates, contractors and agents and all non-residential subtenants 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 Company's expense, to audit, confirm and/or require additional information with regard thereto and the Company agrees to cooperate with and to cause its Affiliates and such third parties to cooperate with the Agency in connection therewith.

(E) The Company shall, at all times during the term of this Agreement, maintain or cause to be maintained the Minimum Employment Requirement. The Company agrees to give the Agency written notice of the occurrence of any default under this subsection (E) within five (5) days after the Company becomes aware of the occurrence of such default.

(F) Subject to (i) collective bargaining contracts or agreements and other existing contracts or agreements to which the Company is a party or by which the Company is bound and (ii) compliance with Applicable Laws, the Company agrees to list or cause to be listed all new employment opportunities created as a result of the Project on a website designated by the Agency from time to time, provided that such listing shall be at no cost to the Company.

(G) Subject to (i) collective bargaining contracts or agreements and other existing contracts or agreements to which the Company is a party or by which the Company is bound and (ii) compliance with Applicable Laws, the Company agrees that to the greatest extent possible new employment opportunities shall be provided to Nassau County or Suffolk County residents first.

SECTION 8.12 SALES AND USE TAX EXEMPTION.

(A) Pursuant to Section 874 of the Act, the parties understand that the Agency is a corporate governmental agency and a public benefit corporation under the laws of the State and, therefore, is exempt from certain sales and use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. Any exemption from the payment of New York sales and use taxes resulting from Agency involvement in the Project shall be limited to purchases of services and the purchase or lease of tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency, in connection with the completion of the renovation, installation and equipping of the Project Facility (but not the operation thereof). No operating expenses (including, without limitation, costs of utilities, cleaning services or supplies) of the Project Facility and no other purchases or leases of services or property shall be subject to an exemption from the payment of New York sales or use taxes. The Agency makes no representations or warranties that any property or service is exempt from the payment of New York sales or use taxes.

(B) The Agency's granting of the sales and use tax exemption herein is subject to the following additional terms and conditions:

(1) The exemption from sales and use taxes shall be effective for a term commencing on the Closing Date and expiring upon the earliest to occur of: (a) the termination of this Agreement, (b) September 1, 2027, (c) the failure of the Company to

file a Form ST-340 (as defined below) when required, or (d) the termination of the exemption from sales and use taxes pursuant to the terms hereof or thereof, including, without limitation, pursuant to the provisions of Section 10.2 of this Agreement;

(2) Anything in this Agreement to the contrary notwithstanding, the sales and use tax exemption to be provided pursuant to this Agreement and the other Transaction Documents (a) shall not be available for any period during which the authorization to claim sales and use tax exemptions shall have been suspended as provided in this Agreement or any other Transaction Document; (b) shall not be available for or with respect to any tangible personal property other than Equipment; and (c) shall not be available after the Company (or the contractors or subcontractors engaged by the Company and approved by the Agency as its agents) shall have made purchases resulting in the claiming of sales and use tax exemptions for the Project equal in the aggregate to the Maximum Sales Tax Benefit;

(3) The sales and use tax exemption to be provided pursuant to this Agreement shall be utilized only for Equipment which shall be purchased, incorporated, completed and installed for use only by the Company at the Project Facility;

(4) The sales and use tax exemption to be provided pursuant to this Agreement shall not be used to benefit any person or entity, including any subtenant of the Project Facility, other than the Company, without the prior written consent of the Agency;

(5) The aggregate amount of sales and use tax exemption claimed by the Company (and the contractors or subcontractors engaged by the Company and approved by the Agency as its agents) in connection with the Project shall not exceed the Maximum Sales Tax Benefit. The Company shall notify the Agency within seven (7) days of exceeding the Maximum Sales Tax Benefit; and

(6) Upon the expiration or the earlier termination of the sales and use tax exemption to be provided pursuant to this Agreement, the Company shall immediately notify each Sub-Agent (as defined below) in writing of such expiration or earlier termination.

(C) If the Company desires to seek from the Agency the appointment of a contractor, subcontractor or other party to act as the Agency's agent (each, a "Sub-Agent") for the purpose of effecting purchases or leases which are otherwise eligible for an exemption from sales and use taxes hereunder, the Company shall:

(1) For each Sub-Agent, the Company must complete and submit Form ST-60, *IDA Appointment of Project Operator or Agent* (each, a "Form ST-60"), to the Agency. The foregoing is required pursuant to the Section 874(9) of the Act and Form ST-60 and the regulations relating thereto which require that within thirty (30) days of the date that the Agency appoints a project operator or other person or entity to act as agent of the Agency for purposes of extending a sales or use tax exemption to such person or entity, the Agency must file a completed Form ST-60 with respect to such person or entity.

(2) Following receipt by the Agency of the completed Form ST-60, such Sub-Agent may be appointed as agent by the Agency, by execution by the Agency and the Sub-Agent of a sales tax sub-agent authorization letter in the form attached hereto as Exhibit H (each, a "Sales Tax Sub-Agent Authorization Letter"). The determination whether to approve the appointment of an agent shall be made by the Agency, in its sole discretion. If executed by the Agency, a completed copy of the Sales Tax Sub-Agent Authorization Letter shall be sent to the Company. The Company must provide a copy of the executed Sales Tax Sub-Agent Authorization Letter, together with a copy of this Agreement, to the Sub-Agent within five (5) Business Days after receipt thereof by the Company.

(3) The Company shall ensure that each Sub-Agent shall observe and comply with the terms and conditions of its Sales Tax Sub-Agent Authorization Letter and this Agreement.

(D) The Company acknowledges that the executed Form ST-60 designating the Company or any Sub-Agent as an agent of the Agency shall not serve as a sales or use tax exemption certificate or document. Neither the Company nor any other Sub-Agent may tender a copy of the executed Form ST-60 to any person required to collect sales tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected. THE CIVIL AND CRIMINAL PENALTIES FOR MISUSE OF A COPY OF FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT OR FOR FAILURE TO PAY OR COLLECT TAX SHALL BE AS PROVIDED IN THE TAX LAW OF THE STATE. IN ADDITION, THE USE BY A SUB-AGENT, THE COMPANY, OR OTHER PERSON OR ENTITY OF SUCH FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT SHALL BE DEEMED TO BE, UNDER ARTICLES TWENTY-EIGHT AND THIRTY-SEVEN OF THE TAX LAW OF THE STATE, THE ISSUANCE OF A FALSE OR FRAUDULENT EXEMPTION CERTIFICATE OR DOCUMENT WITH THE INTENT TO EVADE TAX.

(E) The Company agrees to furnish to the Agency within fifteen (15) days after the end of each calendar quarter, a sales and use tax exemption report (the "Quarterly Sales Tax Report"), in form and substance satisfactory to the Agency in its reasonable judgment, with respect to the use of the sales and use tax exemption granted to the Company (and its Sub-Agents) under the authority granted to the Company pursuant to this Agreement during the preceding calendar quarter. Each said Quarterly Sales Tax Report shall be certified by an Authorized Representative of the Company and shall: (1) identify the contracts and specific property exempted from sales taxes and/or use taxes during such period; (2) indicate the parties to said contract; (3) indicate the maximum amount payable under said contract and indicate what portion of said amount would normally be subject to sales and use taxes imposed in the State; (4) indicate the amount of sales tax benefit expected to be received with respect to said contract; and (5) indicate the cumulative sales tax benefit claimed by the Company and the Sub-Agents with respect to the Project for the calendar year.

(F) Pursuant to Section 874(8) of the Act, the Company agrees to file annually (through the year after the exemption from sales and use taxes granted under this Agreement expires or is earlier terminated), with the New York State Department of Taxation and Finance (the "Department"), no later than February 10th of each year, on Form ST-340, *Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority* (each, a "Form ST-340"), or such other form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance, a statement of the value of all sales and use tax exemptions claimed by the Company and each Sub-Agent during the preceding calendar year under the authority granted pursuant to this Agreement. Pursuant to Section 874(8) of the Act, the penalty for failure to file a Form ST-340 shall be the termination of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this subsection (F), the Company and the Sub-Agents shall immediately cease to be the agent of the Agency in connection with the Project.

(G) The Company agrees to furnish to the Agency, simultaneously with its delivery of such report to the Department, a copy of each such Form ST-340 submitted to the Department by the Company pursuant to Section 874(8) of the Act.

(H) The Company acknowledges that, pursuant to Section 874(9) of the Act, the Agency shall file within thirty (30) days of the Closing Date with the Department on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), statements identifying the Company and its contractors and subcontractors approved by the Agency as agents of the Agency, setting forth the taxpayer identification numbers of such Persons, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease. The Company agrees to timely provide the foregoing information to the Agency and to otherwise cooperate with the Agency in connection with the preparation and filing of the Thirty-Day Sales Tax Report.

(I) With respect to any period in which the Company (and the contractors and subcontractors engaged by the Company and approved by the Agency as its agents) receives a sales tax exemption benefit under the authority granted to the Company pursuant to this Agreement, the Company agrees to furnish to the Agency, on request, an opinion of a certified public accountant to the effect that such accountant has audited the claiming of such exemption from sales and use taxes by the Company (and the contractors and subcontractors engaged by the Company and approved by the Agency as its agents) for the preceding calendar year, and has reviewed the terms and provisions of this Section 8.12, and has further audited the Quarterly Sales Tax Reports for the preceding calendar year, and that such Quarterly Sales Tax Reports were properly prepared and accurately reflect the matters certified therein.

(J) As an agent of the Agency, the Company agrees that it will, and will cause each Sub-Agent to, present to each seller or vendor a completed and signed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a "Form ST-123") for each contract, agreement, invoice, bill or purchase order entered into by the Company or by any Sub-Agent, as agent for the Agency, with respect to the Project. Form ST-123 requires that each seller or vendor accepting Form ST-123 identify the Project Facility on each bill or invoice for purchases and indicate on the bill or invoice that the Agency, the Sub-Agent or the Company, as project operator of the Agency, was the purchaser. For the purposes of indicating who the purchaser is, each bill or invoice must state, "I, [Company/Agent], certify that I am duly appointed agent of the Nassau County Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the 2026 Pine Town Homes, L.P. Project located at 151B East Pine Street, City of Long Beach, Nassau County, New York, IDA Project Number 2803-26-04A." The Company shall retain copies of all such contracts, agreements, invoices, bills and purchase orders for a period of not less than six (6) years from the date thereof. For each Sub-Agent, the Form ST-123 shall be completed as follows: (i) the "Project Information" section of Form ST-123 should be completed using the name and address of the Project Facility as indicated on the Form ST-60 used to appoint the Sub-Agent; (ii) the date that the Sub-Agent was appointed as an agent should be completed using the date of the Sub-Agent's Sales Tax Sub-Agent Authorization Letter; and (iii) the "Exempt purchases" section of Form ST-123 should be completed by marking "X" in box "A" only. The Company acknowledges that, pursuant to Section 875 of the Act, the Form ST-123 must be provided to the vendor, lessor, licensor, contractor or subcontractor in order for the contract, agreement, lease, invoice, bill or purchase order to be exempt from the imposition of sales and/or use taxes pursuant to the authority granted under Section 4.1 of this Agreement. The Company agrees to provide the Agency a copy of each such Form ST-123 within five (5) days after the delivery of such form by the Company or a Sub-Agent to the vendor, lessor, licensor, contractor or subcontractor.

(K) (1) The Company covenants and agrees to comply, and to cause each of its contractors, subcontractors, agents, and persons or entities acting on its behalf to comply, with the requirements of Sections 875(1) and (3) of the Act (the "Special Provisions"), as such provisions may be amended from time to time. In the event of a conflict between the other provisions of this Agreement and the Special Provisions, the Special Provisions shall control.

(2) Without limitation of any of the Agency's other rights under this Agreement, the Company acknowledges and agrees that pursuant to Section 875(3) of the Act, in the event that the Company or any Sub-Agent shall utilize the sales or use tax exemption provided pursuant to this Agreement (i) in a manner that is not authorized or for which the Company (or any contractor or subcontractor engaged by the Company and approved by the Agency as its agent) is not entitled to claim an exemption, (ii) to claim exemptions in excess of the Maximum Sales Tax Benefit, (iii) to purchase or lease goods or services that are not authorized under this Agreement, or (iv) in a manner that violates the provisions of this Section 8.12 or any other provision of this Agreement or any Sales Tax Sub-Agent Authorization Letter, then the Company shall promptly deliver notice of same to the Agency, and the Company shall promptly pay or cause to be paid to the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions together with interest at the Default Interest Rate from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was used by the Company (or a contractor or subcontractor engaged by the Company and approved by the Agency as its agent). If the Company fails to promptly pay such return of sales or use tax exemptions when due, the Agency shall have the right, without limitation of any of its other rights under this Agreement, to take any action or commence any proceeding at law or in equity which may appear necessary or desirable to the Agency to recover any such amounts and the Agency shall have the right to join the Commissioner as a party in any such action or proceeding. The Company shall cooperate with, and shall require each Agent and any other person or entity acting on behalf of the

Company to cooperate with, the Agency in all such actions and proceedings to recover such amounts. The Company acknowledges and agrees that its failure to pay over any such amounts to the Agency shall also be grounds for the Commissioner to assess and determine State Sales and Use Taxes due from the Company under Article 28 or Article 28-A of the New York State Tax Law, together with any applicable penalties and interest due on such amounts.

(3) The Company acknowledges and agrees that, in the event the Agency recovers, receives or otherwise obtains any amount of State Sales and Use Tax from the Company (or a contractor or subcontractor engaged by the Company and approved by the Agency as its agent) pursuant to the foregoing subsection, the Agency shall have the right to remit same to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amounts, and the Company agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of remitting such amounts to the Commissioner.

(4) Upon reasonable notice to the Company from the Agency, the Company shall make available at reasonable times to the Agency and/or the Agency's officers, employees or agents, all such books, records, contracts, agreements, invoices, bills or purchase orders of the Company and any Sub-Agent, and require all appropriate officers and employees of the Company to respond to reasonable inquiries by the Agency and/or such officers, employees or agents, as shall be necessary (y) to indicate in reasonable detail those costs for which the Company or any Sub-Agent shall have utilized the sales and use tax exemption granted pursuant to this Agreement and the dates and amounts so utilized, and (z) to permit the Agency to determine any amounts owed by the Company under this Section 8.12.

(5) Pursuant to Section 875 of the Act, the Agency shall prepare and file an annual compliance report (each, a "Compliance Report") detailing provisions of this Agreement and, if applicable, its activities and efforts to recover, receive or otherwise obtain State Sales and Use Taxes pursuant to the terms of this Agreement, together with such other information as the Commissioner and/or the Commissioner of Economic Development may require, which Compliance Report will be filed with the Commissioner, the Director of the Division of the Budget, the Commissioner of Economic Development, the State Comptroller and the Nassau County Legislature. The Company acknowledges the provisions of Section 875 of the Act, agrees to timely provide any information required by the Agency in connection with such Compliance Report and agrees to cooperate with the Agency in connection with the preparation and filing of such Compliance Report.

SECTION 8.13 IDENTIFICATION OF THE EQUIPMENT. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency. Within ten (10) days after request from the Agency, the Company shall deliver to the Agency a schedule listing all such Equipment.

SECTION 8.14 FINANCIAL STATEMENTS. Within one hundred twenty (120) days after the end of each fiscal year, the Company shall deliver to the Agency the financial statements of the Company prepared and compiled by an independent certified public accountant, certified by the chief financial officer of the Company, including a balance sheet as of the last day of such period and an operating statement through the last day of such period. The Company represents to the Agency that the Company's fiscal year ends on December 31st.

SECTION 8.15 ANTI-TERRORISM LAWS.

(A) General. Neither the Company nor any director, officer, member, manager or shareholder of the 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 the Company, nor any director, officer, member, manager or shareholder of the 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 the Company, nor any director, officer, member, manager or shareholder of the Company, nor any Affiliate of any of the foregoing, nor to the 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 Company is 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 Company represents, warrants, covenants and agrees as follows: (i) the Company, its directors, officers, members, managers, shareholders and Affiliates are in compliance with all Anti-Terrorism Laws; (ii) the 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 Company 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 Company shall not transfer or permit the transfer of any legal or beneficial ownership interest of any kind in the Company to a Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; (v) the Company 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 Company 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 Company 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 Company 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 Company), attorneys, servants and employees, past, present and future, as a result of any violation of an Anti-Terrorism Law by the Company or any of its directors, officers, members, managers, shareholders or Affiliates.

SECTION 8.16 REQUIREMENTS OF LABOR LAW SECTION 224-a.

(A) The Company hereby acknowledges that the Agency has made the Company 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"). The 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 Project, including consultation with its counsel with respect to such requirements.

(B) If the Project is a "covered project" within the meaning of the Prevailing Wage Law, the Company covenants and agrees with the Agency to comply with the following requirements:

(1) The Company 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 I. 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 Company 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 Company may authorize the prime contractor of the 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 Company 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 Project is subject to the requirements of the Prevailing Wage Law. If the Company obtains an opinion of the public subsidy board with respect to the Project, the Company shall deliver to the Agency: (1) a copy of such opinion within ten (10) days after receipt by the Company, and (2) any correspondence between the 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 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 J on the Closing Date.

ARTICLE IX
ASSIGNMENTS; MERGER OF THE AGENCY

SECTION 9.1 ASSIGNMENT OF THIS AGREEMENT.

(A) This Agreement may not be sold, assigned or otherwise transferred by the Company, in whole or in part, without the prior written consent of the Agency, which consent may be granted or withheld in the Agency's sole and absolute discretion, and shall in all events be subject to and conditioned upon the payment of the then-standard fees of the Agency and the satisfaction of all requirements of the Act and this Agreement. Any such sale, assignment or transfer made by the Company without the prior written consent of the Agency as aforesaid shall be null and void. Any such sale, assignment or transfer consented to by the Agency shall be made pursuant to documentation satisfactory to the Agency. The Company shall pay all reasonable fees and expenses incurred by the Agency in connection with such sale, assignment or transfer.

(B) The limitations in this Section 9.1 on assignment or transfer of this Agreement shall apply equally to any assignment or transfer of this Agreement, whether by the Company or any other Person.

SECTION 9.2 MERGER OF THE AGENCY.

(A) Nothing contained in this Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or any political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder and under the other Transaction Documents; provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Agreement shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall endeavor to give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company may reasonably request.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1 EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(1) A default by the Company in the due and punctual payment of any amount due under this Agreement or under any other Transaction Document, and the continuance thereof for a period of ten (10) days after written notice thereof is given by the Agency to the Company.

(2) A default in the performance or observance of any covenant, condition or agreement on the part of the Company in this Agreement (other than as set forth in subsection (1) above or in any other subsection of this Section 10.1(A)) and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, or, if such covenant, condition or agreement is capable of being cured but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period or to prosecute the cure to completion with due diligence.

(3) The occurrence of an "Event of Default" under any other Transaction Document, which has not been cured within any applicable grace, notice or cure period.

(4) The Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(5) The Company shall conceal, remove or permit to be concealed or removed any material part of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within ten (10) days from the date thereof.

(6) (a) The filing by the Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy or insolvency statute; (b) the failure by the Company within thirty (30) days to lift any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder; (c) the commencement of a case under Title 11 of the United States Code against the Company as the debtor or commencement under any other federal or state bankruptcy or insolvency statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of thirty (30) days; (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company; or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver, liquidator or trustee of the whole or a substantial portion of the Property of the Company, unless such order, judgment or decree is vacated, dismissed or dissolved within thirty (30) days of such appointment.

(7) If any interest in the Company shall be sold, assigned, transferred, conveyed, mortgaged, pledged, hypothecated or alienated, or if any partner, member or shareholder of the Company enters into an agreement or contract to do so, without the prior written consent of the Agency.

(8) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance and the failure of the Company to remove such Lien, whether by the payment of money, the securing of a bond or otherwise, within fifteen (15) days after the Company receives notice or becomes aware of such imposition.

(9) The removal of the Project Facility, or any portion thereof, outside the County, without the prior written consent of the Agency, other than in connection with a removal permitted under Section 9.3(E) of this Agreement.

(10) If any of the events enumerated in clauses (4) through (6) of this Section 10.1(A) shall happen to the Guarantor.

(11) If any certificate, statement, representation, warranty or financial statement made to the Agency by or on behalf of the Company or the Guarantor shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made, or to have omitted any material liability or claim against the Company or the Guarantor, as the case may be.

(12) An Event of Default shall occur under the Lease Agreement or under any other "Transaction Document" (as such quoted term is defined in the Lease Agreement). Furthermore, the Agency and the Company agree that any Event of Default under this Agreement shall constitute an Event of Default under the Lease Agreement.

(13) Any material loss or impairment of the Agency's or the Company's respective interests in and to the Project Facility, or any part thereof, not due to the voluntary acts of the Agency.

(14) The Company, the Guarantor, any Affiliate of the Company or the Guarantor, or any member or manager of the Company shall become a Prohibited Person.

(15) Subject to assignments expressly permitted by this Agreement, any assignment of this Agreement by the Company, in whole or in part, in violation of the terms of this Agreement.

(16) An Event of Default shall occur under any Permitted Encumbrance that interferes with the Agency's Unassigned Rights or the liens granted to the Agency under any of the Transaction Documents.

(17) If Scott Jaffee ceases to have day-to-day control of the management and operations of the Company for any reason.

(18) The Company or any Guarantor defaults under or attempts to withdraw, rerate, cancel or disclaim liability under any guaranty or indemnity made by such party in favor of the Agency, including, without limitation, the Guaranty.

(19) If the Company fails to maintain or fails to cause to be maintained the Minimum Employment Requirement at any time during the term of this Agreement.

(20) The Company shall have ceased to operate the Project Facility as a low-income multifamily residential rental facility in the manner contemplated by this Agreement, or shall have otherwise effected a substantial change in the scope and nature of the Project Facility without the consent of the Agency.

(21) Failure by the Company at any time to keep in full force and effect any insurance policy or coverage required by Article VI of the Lease Agreement.

(B) Notwithstanding the provisions of Section 10.1(A) hereof if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Agreement and if such party shall give notice and full particulars of such force majeure event or cause in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability to perform. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required under this Agreement, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by the provisions of this Agreement and to comply with the provisions of Sections 2.2, 8.2, 8.4, 8.5 and 8.7 hereof. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Company, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, breakage or accident to transmission pipes or canals, and failure of utilities.

SECTION 10.2 REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent not prohibited by law and upon five (5) days' prior written notice, take any one or more of the following remedial steps:

(1) declare to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 hereof, and (b) all other payments due under this Agreement or any of the other Transaction Documents, including, without limitation, any resulting Recapture of Benefits under Section 11.3 of this Agreement; or

(2) terminate this Agreement and/or convey to the Company all the Agency's right, title and interest in and to the Project Facility. The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the execution by the Agency of the Termination of Project Agreement and/or the delivery of the Bill of Sale to Company, as applicable. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such termination and conveyance. The Company hereby waives delivery and acceptance of such termination and Bill of Sale to Company as a condition to their validity, and appoints the Agency its true and lawful agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest) with full power of substitution to file on its behalf all affidavits, questionnaires and other documentation necessary to accomplish the recording or filing of such documents; or

(3) bring an action for damages, injunction or specific performance; or

(4) suspend the right of the Company and the Sub-Agents to act as agents for the Agency in connection with the Project, including, without limitation, as its agent for the purpose of the sales and use tax exemption afforded pursuant to this Agreement; or

(5) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Agreement.

(B) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligations to make all payments required by this Agreement and the other Transaction Documents.

SECTION 10.3 REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Agreement or any other Transaction Document and the Agency should retain attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency such fees and expenses (including, without limitation, attorneys' fees and expenses) so incurred, whether an action is commenced or not.

SECTION 10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI
EARLY TERMINATION

SECTION 11.1 EARLY TERMINATION. The Company shall have the option to terminate this Agreement at any time prior to the termination date specified in Section 5.2 hereof by filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section 11.1 and setting forth the effective date of such termination, which effective date shall not be less than thirty (30) days after the delivery of the certificate to the Agency; provided, however, that the Company shall not have the right to terminate this Agreement unless it shall cause the simultaneous termination of the Lease Agreement in accordance with its terms. The exercise of the option to terminate pursuant to this Section 11.1 shall constitute a "Recapture Event" (as such term is defined in Section 11.3 of this Agreement). The Company shall not, at any time, assign or transfer its option to terminate this Agreement and purchase the Agency's interest in the Project Facility as contained in this Section 11.1 separate and apart from a permitted assignment of this Agreement pursuant to Section 9.1 of this Agreement without the prior written consent of the Agency.

SECTION 11.2 OBLIGATION TO SELL AND TERMINATE.

(A) Contemporaneously with the termination of this Agreement in accordance with Section 5.2, Section 10.2 or Section 11.1 of this Agreement, the Company shall pay all sums required to be paid to the Agency or any other Person pursuant to this Agreement and the other Transaction Documents then due and owing the Agency at the time of termination or due and owing the Agency as a result of such termination (including any applicable Recapture of Benefits).

The obligation of the Agency under this Section 11.2 to convey its interest in the Project Facility to the Company and to terminate this Agreement will be subject to there being no uncured Event of Default existing hereunder or under any other Transaction Document, and there being no other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

(B) The termination of this Agreement and the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the execution and delivery by the Agency of (1) the Bill of Sale to Company (an unexecuted copy of which is attached hereto as Exhibit D), and (2) the Termination of Project Agreement (an unexecuted copy of which is attached hereto as Exhibit E).

(C) The Company agrees to prepare the Bill of Sale to Company and/or the Termination of Project Agreement, and all schedules thereto, and to forward same to the Agency at least fifteen (15) days prior to the date that this Agreement is to be terminated and the Agency's interest in the Project Facility or any portion thereof is to be conveyed to the Company. The Company hereby irrevocably appoints and designates the Agency as its attorney-in-fact for the purpose of executing, delivering and/or recording such documents and to take such other and further action as shall be necessary to terminate the Agency's interest in the Project Facility.

(D) This Agreement shall survive the transfer of the Project Facility to the Company pursuant to this Section 11.2 and shall remain in full force and effect until ninety-one (91) days after all of the Indebtedness shall have been paid in full, and thereafter the obligations of the Company shall survive as set forth in Section 12.7 of this Agreement.

(E) Upon the payment in full of all Indebtedness, and notwithstanding the survival of certain obligations of the Company as described in Section 12.7 of this Agreement, the Agency shall upon the request of the Company execute and deliver to the Company such documents as the Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder.

SECTION 11.3 RECAPTURE OF AGENCY BENEFITS.

(A) It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide the Financial Assistance to the Company for the Project and to accomplish the purposes of the Act. In consideration therefor, the Company hereby agrees that if there shall occur a Recapture Event (as hereinafter defined), then the Company shall pay to the Agency or to the State, if directed by the Agency, as a return of public benefits conferred by the Agency, an amount calculated in accordance with the provisions and schedule set forth in Section 11.3 of the Lease Agreement (such amount, the "Recapture of Benefits").

(B) The term "Benefits" for purposes of this Agreement shall mean the Agency's calculation of all exemptions from applicable sales and use taxes granted pursuant to this Agreement.

(C) For the purposes of this Section 11.3 the term "Recapture Event" shall mean the occurrence of any of the following events:

(1) The Company shall have liquidated its operations and/or assets; or

(2) The Company shall have ceased all or substantially all of its operations at the Project Facility (whether by closure or by relocation to another facility or otherwise, or whether to another facility either within or outside of the County); or

(3) The transfer of all or substantially all of the employees engaged in the renovation, maintenance or operation of the Project Facility to another location; or

(4) The occurrence and continuance of an Event of Default under this Agreement or any other Transaction Document; or

(5) The Company shall have effected a substantial change in the scope and nature of the operations of the Company at the Project Facility without the prior written consent of the Agency; or

(6) The Company shall have sold, assigned, transferred or otherwise disposed of all or any part of its interest in the Project Facility in violation of this Agreement; or

(7) The Company fails to maintain or fails to cause to be maintained the Minimum Employment Requirement at any time during the term of this Agreement; or

(8) The Application, or documentation submitted by the Company in support of the Application, contained as of the date of its submission to the Agency or as of the Closing Date a knowingly false or knowingly misleading statement as to any fact material to the Application or knowingly omitted any information which, if included, would have rendered any information in the 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

(9) The Company realizes an exemption from sales and use tax in connection with property or services not authorized by the Agency as part of the Project; or

(10) The Company receives an exemption from sales and use tax in connection with the Project in excess of the Maximum Sales Tax Benefit; provided, however, that the foregoing shall constitute a Recapture Event with respect to the amount of sales and use tax exemption realized in excess of the Maximum Sales Tax Benefit only. It is further provided that failure to repay such excess amount within thirty (30) days shall constitute a Recapture Event with respect to all Benefits; or

(11) Failure of the Company to file a copy of Form ST-340 when required in compliance with Section 8.12 of this Agreement; or

(12) The occurrence of a "Recapture Event" (as such capitalized term is defined in the Lease Agreement) under the Lease Agreement.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a Condemnation by governmental authority of all or substantially all of the Project Facility or any interest therein, or (ii) the inability at law of the Company to rebuild, repair, restore or replace the Project Facility after the occurrence of a casualty to substantially its condition prior to such casualty, which inability shall have arisen in good faith through no fault on the part of the Company.

(D) The Company covenants and agrees to furnish the Agency with written notification (i) of the occurrence of any Recapture Event, and (ii) of the existence of any facts or circumstances that would likely lead to a Recapture Event, which notification shall set forth the terms of such Recapture Event or describe such facts or circumstances.

(E) In the event any payment owing by the Company under this Section 11.3 shall not be paid on demand by the Company, such payment shall bear interest from the date of such demand at the Default Interest Rate until the Company shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1 NOTICES.

(A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (1) three (3) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or two (2) Business Days after being sent by nationally recognized overnight courier service, or (2) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Pine Town Homes, L.P.
c/o Metropolitan Realty Group, LLC
60 Cuttermill Road, Suite 200
Great Neck, NY 11021
Attn: Scott Jaffee

WITH A COPY TO:

Forchelli Deegan Terrana LLP
333 Earl Ovington Boulevard, Suite 1010
Uniondale, NY 11553
Attn: Daniel P. Deegan, 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.

(C) The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 12.2 BINDING EFFECT. This Agreement shall inure to the benefit of the Agency and the Company and shall be binding upon the Agency, the Company and, as permitted by this Agreement, their respective successors and assigns, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the Agency.

SECTION 12.3 SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be held void, voidable, invalid or unenforceable by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Agreement.

SECTION 12.4 AMENDMENT. This Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5 EXECUTION OF COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.6 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the applicable laws of the State, as in effect from time to time, without regard to its principles of conflicts of law.

SECTION 12.7 SURVIVAL OF OBLIGATIONS.

(A) The obligations of the Company to make the payments required by this Agreement and to provide the indemnity required by the provisions of this Agreement shall survive the termination of this Agreement, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(B) The obligations of the Company to the Agency with respect to the Unassigned Rights shall survive the termination or expiration of this Agreement until the expiration of the period stated in the applicable statute of limitation during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Company), attorneys, servants or employees, past, present or future, related thereto.

SECTION 12.8 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Agreement.

SECTION 12.9 NO RECOURSE; SPECIAL OBLIGATION.

(A) The obligations and agreements of the Agency contained herein and in the other Transaction Documents and any other instrument or document executed in connection therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees, past, present and future, of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State or the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Agency's interest in the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) business days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) business days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten (10) business day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company), servants or employees, past, present or future, shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company), servants and employees, past, present and future, against all liability expected to be incurred as a result of compliance with such request.

SECTION 12.10 NET PAYMENTS. The obligation of the Company to make the payments specified in this Agreement shall be absolutely net to the Agency without any abatement, recoupment, diminution, reduction, deduction, counterclaim, set-off or offset whatsoever, so that this Agreement shall yield, net, to the Agency, the payments set forth herein.

SECTION 12.11 WAIVER OF JURY TRIAL. THE COMPANY AND THE AGENCY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

SECTION 12.12 PRIOR AGREEMENTS. This Agreement and the other Transaction Documents shall completely and fully supersede all other prior understandings or agreements, written or oral, between the Company and the Agency relating to the Project other than the Lease Agreement and the other "Transaction Documents" (as such capitalized term is defined in the Lease Agreement).

SECTION 12.13 SERVICE OF PROCESS.

(A) The Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect. If for any reason the Company should cease to be so subject to service of process in the State of New York, the Company hereby designates and appoints, without power of revocation, Daniel P. Deegan, Esq., c/o Forchelli Deegan Terrana LLP, 333 Earle Ovington Boulevard, Suite 1010, Uniondale, NY 11553, and successor(s) as its agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of the Company upon whom may be served all process, pleadings, notices or other papers which may be served upon the Company as a result of any of its obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Company's obligations hereunder.

(B) The Company irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of this Agreement or the other Transaction Documents may be brought in the courts of record of the State of New York in Nassau County or the courts of the United States, Eastern District of New York; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as this Agreement is in effect, the Company's agents designated above shall accept and acknowledge in the Company's behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Company agrees and consents that any such service of process upon such agents and written notice of such service to the Company in the manner set forth in Section 12.1 of this Agreement shall be taken and held to be valid personal service upon the Company whether or not the Company shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Company according to the laws governing the validity and requirements of such service in the State of New York, and waives all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Company or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Company.

SECTION 12.14 THIRD PARTY BENEFICIARIES. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto.

SECTION 12.15 NON-DISCRIMINATION.

(A) At all times during the term of this Agreement, the Company shall not (and shall cause its 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 Company 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 Company shall, in all solicitations or advertisements for employees placed by or on behalf of the Company (or any of its 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.

(C) The Company shall furnish to the Agency all information required by the Agency pursuant to this Section 12.15 and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section 12.15.

SECTION 12.16 DATE OF AGREEMENT. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written. This Agreement was executed and delivered on May 29, 2026.

SECTION 12.17 MORTGAGE RECORDING TAX EXEMPTION. The Agency hereby grants to the Company exemption from mortgage recording taxes not to exceed the Maximum Mortgage Recording Tax Benefit, in connection with the financing of the costs of the renovation, installation and equipping of the Project Facility and any future financing, refinancing or permanent financing of the such costs. The Company acknowledges 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 Company represents and warrants (1) that the real property secured by such mortgage(s) 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 such mortgage(s), the Company 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and the Company have caused this Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: ______________________________
Sheldon L. Shrenkel
CEO/Executive Director

PINE TOWN HOMES, L.P.

By: Pine Town Long Beach GP, LLC, its General Partner

By: SE Pine Town LLC, its Manager

By: ______________________
Scott Jaffee
Managing Member

[*Signature Page to Uniform Project Agreement*]

IN WITNESS WHEREOF, the Agency and the Company have caused this Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Sheldon L. Shrenkel
CEO/Executive Director

PINE TOWN HOMES, L.P.

By: Pine Town Long Beach GP, LLC, its General Partner

By: SE Pine Town LLC, its Manager

By: ______________________________
Scott Jaffee
Managing Member

[*Signature Page to Uniform Project Agreement*]

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

On the 7th day of May, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Paul V O'Brien
Notary Public State of New York
No. 02OB6235944
Qualified in Nassau County
Commission Expires February 14, ~~2015~~ 2027

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

On the ____ day of May, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Scott Jaffee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[*Acknowledgment Page to Uniform Project Agreement*]

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

On the ___ day of May, 2026, 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 Nassau)

On the 1st day of May, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Scott Jaffee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MITCHELL B. REITER
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
02RE4948612
MY COMMISSION EXPIRES 03-20-2027

[*Acknowledgment Page to Uniform Project Agreement*]

EXHIBIT A

DESCRIPTION OF THE LAND

PARCEL I

SECTION: 59: BLOCK: 277 LOT: 3

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Long Beach, County of Nassau, and State of New York bounded and described as follows:

BEGINNING at a point the following two courses and distances from the corner formed by the intersection of the North side of Pine Street and the east side of Park Place, both streets as shown on Map No. 4 Amending and Subdividing Block 92 of Map No. I, Estates of Long Beach and filed in the Office of the County Clerk of the County of Nassau on January 3, 1926 as Case No. 710;

1. North 41 degrees 22 minutes 35 seconds East, 24.68 feet;

2. South 84 degrees 30 minutes 40 seconds East, 8.57 feet from said point of BEGINNING;

SAID POINT OR PLACE OF BEGINNING is also located 85.61 feet Easterly from the corner formed by the intersection of the North side of Pine Street and the East side of Park Place as both streets are currently located;

RUNNING THENCE North 5 degrees 29 minutes 20 seconds East along the Easterly line of the proposed Day Center, 100 feet;

THENCE South 84 degrees 30 minutes 40 seconds East, 411.17 feet und North 85 degrees 23 minutes 45 seconds East, 616.97 feet along a line 120 feet North of and parallel with Pine Street, as shown on the aforementioned map to the Northwest corner of a proposed park area;

THENCE South 3 degrees 16 minutes 14 seconds East, along the said Westerly side of the proposed park area, 100.02 feet to the proposed new line of Pine Street;

THENCE, along the proposed new line of Pine Street, which is 20 feet North of and parallel with the North side of Pine Street as shown on the aforementioned map, the following two courses and distances:

1. South 85 degrees 23 minutes 45 seconds West, 623.48 feet; and

2. North 84 degrees 30 minutes 40 seconds West, 420 feet to the point or place of BEGINNING.

PARCEL II

SECTION: 59 BLOCK: 104 LOT 78

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Long Beach, County of Nassau and State of New York being bounded and described as follows:

BEGINNING at a point on the Northerly side of Pine Street distant 150 feet West of the corner formed by the intersection of the Northerly side of Pine Street and the Westerly side of Long Beach Road, both streets as shown on Map No. 1, Estates of Long Beach, filed in the Office of the County Clerk of the County of Nassau on April 20, 1911 as File No. 31, Case No. 231;

SAID POINT OR PLACE OF BEGINNING is also located 100 feet Westerly from the corner formed by the intersection of the North side of Pine Street and the West side of Marginal Road Bridge Plaza as both streets are currently located;

RUNNING THENCE South 89 degrees 35 minutes 00 seconds West along the Northerly side of Pine Street, 540 feet;

THENCE North 00 degrees 25 minutes 00 seconds West, 100 feet;

THENCE North 89 degrees 35 minutes 00 seconds East, 540 feet; and

THENCE South 00 degrees 25 minutes 00 seconds East, 100 feet to the Northerly side of Pine Street, the point or place of BEGINNING.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired and/or installed and/or to be acquired or installed in connection with the renovation, installation and equipping of the 2026 Pine Town Homes, L.P. Project (the "Project") of the Nassau County Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be renovated, installed and equipped by Pine Town Homes, L.P. (the "Company") as agent of the Agency pursuant to a uniform project agreement dated as of May 1, 2026 (the "Agreement") by and between the Agency and the Company, and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

Click or tap here to enter text.

EXHIBIT C

RESERVED

EXHIBIT D

FORM OF BILL OF SALE TO COMPANY

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at One West Street, 4th floor, Mineola, NY 11501 (the "Grantor"), for the consideration of One Dollar ($ 1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from PINE TOWN HOMES, L.P., a limited partnership organized and existing under the laws of the State of New York, having an office at 60 Cuttermill Road, Suite 200, Great Neck, NY 11021 (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee, and its successors and assigns, any and all of Grantor's right, title and interest, if any, in and to those materials, machinery, equipment, fixtures or furnishings which are described in Exhibit B attached hereto (the "Equipment") now owned or hereafter acquired by the Grantor, which Equipment is located or intended to be located on a parcel of land (the "Land") located at 151B East Pine Street, City of Long Beach, Nassau County, New York, which Land is more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the day of the ____ day of __________, 20__.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: ____________________________________

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

On the ___ day of _______________, in the year __________, before me, the undersigned, a notary public in and for said state, personally appeared ________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals) 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 signatures) on the instrument, the individuals), or the person upon behalf of which the individuals) acted, executed the instrument.

____
Notary Public

Exhibit A

Description of the Land

PARCEL I

SECTION: 59: BLOCK: 277 LOT: 3

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Long Beach, County of Nassau, and State of New York bounded and described as follows:

BEGINNING at a point the following two courses and distances from the corner formed by the intersection of the North side of Pine Street and the east side of Park Place, both streets as shown on Map No. 4 Amending and Subdividing Block 92 of Map No. I, Estates of Long Beach and filed in the Office of the County Clerk of the County of Nassau on January 3, 1926 as Case No. 710;

1. North 41 degrees 22 minutes 35 seconds East, 24.68 feet;

2. South 84 degrees 30 minutes 40 seconds East, 8.57 feet from said point of BEGINNING;

SAID POINT OR PLACE OF BEGINNING is also located 85.61 feet Easterly from the corner formed by the intersection of the North side of Pine Street and the East side of Park Place as both streets are currently located;

RUNNING THENCE North 5 degrees 29 minutes 20 seconds East along the Easterly line of the proposed Day Center, 100 feet;

THENCE South 84 degrees 30 minutes 40 seconds East, 411.17 feet und North 85 degrees 23 minutes 45 seconds East, 616.97 feet along a line 120 feet North of and parallel with Pine Street, as shown on the aforementioned map to the Northwest corner of a proposed park area;

THENCE South 3 degrees 16 minutes 14 seconds East, along the said Westerly side of the proposed park area, 100.02 feet to the proposed new line of Pine Street;

THENCE, along the proposed new line of Pine Street, which is 20 feet North of and parallel with the North side of Pine Street as shown on the aforementioned map, the following two courses and distances:

1. South 85 degrees 23 minutes 45 seconds West, 623.48 feet; and

2. North 84 degrees 30 minutes 40 seconds West, 420 feet to the point or place of BEGINNING.

PARCEL II

SECTION: 59 BLOCK: 104 LOT 78

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Long Beach, County of Nassau and State of New York being bounded and described as follows:

BEGINNING at a point on the Northerly side of Pine Street distant 150 feet West of the corner formed by the intersection of the Northerly side of Pine Street and the Westerly side of Long Beach Road, both streets as shown on Map No. 1, Estates of Long Beach, filed in the Office of the County Clerk of the County of Nassau on April 20, 1911 as File No. 31, Case No. 231;

SAID POINT OR PLACE OF BEGINNING is also located 100 feet Westerly from the corner formed by the intersection of the North side of Pine Street and the West side of Marginal Road Bridge Plaza as both streets are currently located;

RUNNING THENCE South 89 degrees 35 minutes 00 seconds West along the Northerly side of Pine Street, 540 feet;

THENCE North 00 degrees 25 minutes 00 seconds West, 100 feet;

THENCE North 89 degrees 35 minutes 00 seconds East, 540 feet; and

THENCE South 00 degrees 25 minutes 00 seconds East, 100 feet to the Northerly side of Pine Street, the point or place of BEGINNING.

Exhibit B

Description of the Equipment

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired and/or installed and/or to be acquired or installed in connection with the renovation, installation and equipping of the 2026 Pine Town Homes, L.P. Project (the "Project") of the Nassau County Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be renovated, installed and equipped by Pine Town Homes, L.P. (the "Company") as agent of the Agency pursuant to a uniform project agreement dated as of May 1, 2026 (the "Agreement") by and between the Agency and the Company, and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT E

TERMINATION OF PROJECT AGREEMENT

WHEREAS, Pine Town Homes, L.P. (the "Company") and the Nassau County Industrial Development Agency (the "Agency") entered into a uniform project agreement dated as of May 1, 2026 (the "Agreement") pursuant to which, among other things, the Agency appointed the Company as its agent to undertake the renovation, installation and equipping of the Project Facility (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, the Company and the Agency agreed that the Agreement would terminate on the earlier to occur of (1) January 1, 2044, or (2) the date the Agreement would terminate pursuant to Article X or Article XI of the Agreement; and

WHEREAS, the Company and the Agency now desire to evidence the termination of the Agreement;

NOW, THEREFORE, it is hereby agreed that the Agreement has terminated as of the dated date hereof; provided, however, that, as provided in Section 12.7 of the Agreement, certain obligations of the Company shall survive the termination of the Agreement, and the execution of this termination of project agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Sections 11.3 and 12.7 of the Agreement.

IN WITNESS WHEREOF, the Company and the Agency have signed this termination of project agreement and caused same to be dated as of the __ day of ____________, ____.

[__]

By: ______________________________
Authorized Officer

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: ______________________________
Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of ______________, in the year _________, before me, the undersigned, a notary public in and for said state, personally appeared ____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of ______________, in the year _________, before me, the undersigned, a notary public in and for said state, personally appeared ____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____
Notary Public

EXHIBIT F

RESERVED

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 or Range of Salary	Avg. Fringe Benefits 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 or Range of Salary	Avg. Fringe Benefits or Range of Benefits
Management	______	______	______
Professional	______	______	______
Administrative	______	______	______
Production	______	______	______
Supervisor	______	______	______
Laborer	______	______	______
Independent Contractor[2]	______	______	______
Other	______	______	______
TOTAL			

[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.

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: ____________________

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: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

Company Name: ____________________

Address: ____________________

____

Phone: ____________________

Fax: ____________________

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 H

FORM OF SALES TAX SUB-AGENT AUTHORIZATION LETTER

SALES TAX SUB-AGENT AUTHORIZATION LETTER

[__ __], 20[__]

[*Sub-Agent Name*]
[*Sub-Agent Address*]

Re: Nassau County Industrial Development Agency
(2026 Pine Town Homes, L.P. Project)

Ladies and Gentlemen:

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), **PINE TOWN HOMES, L.P.** (the "Company") and [___] (the "Sub-Agent") agree as follows:

1. THE AGENCY CONSTITUTES A CORPORATE GOVERNMENTAL AGENCY AND A PUBLIC BENEFIT CORPORATION UNDER THE LAWS OF THE STATE OF NEW YORK, AND THEREFORE, IN THE EXERCISE OF ITS GOVERNMENTAL FUNCTIONS, INCLUDING THE ACQUISITION OF PROPERTY, IS EXEMPT FROM THE IMPOSITION OF ANY NEW YORK STATE OR NASSAU COUNTY SALES AND USE TAX. AS AN EXEMPT GOVERNMENTAL ENTITY, NO EXEMPT ORGANIZATION IDENTIFICATION NUMBER HAS BEEN ISSUED TO THE AGENCY NOR IS ONE REQUIRED.

2. Pursuant to a resolution adopted by the Agency on March 12, 2026 (the "Authorizing Resolution") and a Uniform Project Agreement), dated as of May 1, 2026, between the Agency and the Company (the "Project Agreement"), the Agency has authorized the Company to act as its agent to undertake a project consisting of the following: (1) the interior renovation of the eight (8) existing two-story multifamily housing structures (comprised of approximately 130 low-income housing units) with a collective gross residential square footage of approximately 125,000 sq. ft., located at 151B East Pine Street, City of Long Beach, County of Nassau, New York (the "Project Facility"), consisting primarily of installing new kitchens and bathrooms throughout the Project Facility, and (2) the acquisition of certain furniture, fixtures, machinery, equipment and building materials (the "Equipment") necessary for the completion thereof. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Project Agreement.

3. At the Company's request, the Agency has appointed the Sub-Agent, pursuant to this Sales Tax Agent Authorization Letter (this "Sales Tax Sub-Agent Authorization Letter"), to act as the Agency's agent for the purpose of effecting purchases or leases exempt from sales or use tax in accordance with the terms and provisions of this Sales Tax Agent Authorization Letter and the Project Agreement.

4. THE ACQUISITION OF CAPITAL IMPROVEMENTS, MATERIALS, MACHINERY, EQUIPMENT, TRADE FIXTURES, FURNITURE, FURNISHINGS AND OTHER TANGIBLE PERSONAL PROPERTY NECESSARY FOR THE COMPLETION OF THE PROJECT FACILITY (COLLECTIVELY, THE "PROPERTY") SHALL BE EXEMPT FROM THE SALES AND USE TAXES LEVIED BY THE STATE OF NEW YORK AND THE COUNTY OF NASSAU ON THE CONDITION THAT (I) SUCH ITEMS OF PROPERTY ARE SEPARATELY IDENTIFIABLE PROPERTY OF THE AGENCY, AND (II) EACH ITEM OF PROPERTY SHALL HAVE A USEFUL LIFE OF ONE YEAR OR MORE, AND SHALL SOLELY BE FOR THE USE OF THE COMPANY AT AND IN THE PROJECT FACILITY, AND FOR NO OTHER ENTITY AND AT NO OTHER LOCATION, AND SHALL BE EFFECTED BY AND AT THE SOLE COST OF THE COMPANY OR THE SUB-AGENT. THE EXEMPTION PROVIDED PURSUANT TO THE PROJECT AGREEMENT SHALL NOT APPLY TO THE ACQUISITION OF: (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 OTHER SIMILAR AGENCY FOR USE ON PUBLIC HIGHWAYS OR STREETS.

5. The effectiveness of the appointment of the Sub-Agent as an agent of the Agency is expressly conditioned upon the execution by the Agency of New York State Department of Taxation and Finance Form ST-60 "IDA Appointment of Project Operator or Agent" ("Form ST-60") to evidence that the Agency has appointed the Agent as its agent (the form of which is to be completed by the Agent and the Company).

6. The Sub-Agent acknowledges that the executed Form ST-60 shall not serve as a sales or use tax exemption certificate or document. No agent or project operator may tender a copy of the executed Form ST-60 to any person required to collect sales tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected. THE CIVIL AND CRIMINAL PENALTIES FOR MISUSE OF A COPY OF FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT OR FOR FAILURE TO PAY OR COLLECT TAX SHALL BE AS PROVIDED IN THE TAX LAW. IN ADDITION, THE USE BY THE SUB-AGENT, THE COMPANY, OR OTHER PERSON OR ENTITY OF SUCH FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT SHALL BE DEEMED TO BE, UNDER ARTICLES TWENTY-EIGHT AND THIRTY-SEVEN OF THE TAX LAW, THE ISSUANCE OF A FALSE OR FRAUDULENT EXEMPTION CERTIFICATE OR DOCUMENT WITH THE INTENT TO EVADE TAX.

7. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company, as agent for the Agency pursuant to the Project Agreement or by the Sub-Agent, as sub-agent for the Agency pursuant to this Sales Tax Sub-Agent Information Letter, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company and the Sub-Agent shall be the sole parties liable thereunder.

8. BY EXECUTION OF ITS ACCEPTANCE OF THE TERMS OF THIS SALES TAX SUB-AGENT INFORMATION LETTER, THE SUB-AGENT AGREES TO ACCEPT THE TERMS HEREOF AND REPRESENTS AND WARRANTS TO THE AGENCY THAT THE USE OF THIS SALES TAX SUB-AGENT INFORMATION LETTER BY THE SUB-AGENT IS AND WILL BE STRICTLY FOR THE PURPOSES ABOVE STATED.

9. UNTIL THE EARLIEST OF (I) [____], 20[__], (II) THE COMPLETION OF THE PROJECT AS PROVIDED IN THE PROJECT AGREEMENT, (III) THE RECEIPT BY THE COMPANY OF THE MAXIMUM SALES TAX BENEFIT (AS DEFINED IN THE PROJECT AGREEMENT), WHICH SHALL INCLUDE PURCHASES AND LEASES HEREUNDER BY THE SUB-AGENT, AND (IV) THE TERMINATION OF THE PROJECT AGREEMENT AND/OR REVOCATION OF THE APPOINTMENT OF THE COMPANY AS AGENT OF THE AGENCY OR THE SUB-AGENT AS SUB-AGENT OF THE AGENCY (SUCH EARLIEST DATE, THE "TERMINATION DATE"), ALL VENDORS, LESSORS, LICENSORS, CONTRACTORS AND SUBCONTRACTORS ARE HEREBY AUTHORIZED TO RELY ON THE ST-123 FORM (AS DEFINED BELOW) PREPARED BY THE SUB-AGENT AND ISSUED TO SUCH VENDOR, LESSOR, LICENSOR, CONTRACTOR OR SUBCONTRACTOR PURSUANT TO THIS SALES TAX SUB-AGENT INFORMATION LETTER AS EVIDENCE THAT PURCHASES AND LEASES OF PROPERTY, AND IMPROVEMENT AND INSTALLATION CONTRACTS RELATING TO THE RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT FACILITY (BUT NOT THE OPERATION THEREOF), TO THE EXTENT EFFECTED BY THE SUB-AGENT, AS SUB-AGENT FOR THE AGENCY, ARE EXEMPT FROM ALL NEW YORK STATE AND NASSAU COUNTY SALES AND USE TAXES. UPON THE TERMINATION DATE, THE AGENCY RELATIONSHIP BETWEEN THE AGENCY AND THE SUB-AGENT SHALL TERMINATE.

10. The Sub-Agent agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* ("Form ST-123"), to each vendor, lessor, licensor, contractor or subcontractor from which the Sub-Agent purchases and/or leases Property, or with which the Sub-Agent enters into an improvement or installation contract relating to the renovation, installation and equipping of the Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the renovation, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Sub-Agent as sub-agent for the Agency pursuant to the Project Agreement, are exempt from all New York State and Nassau County sales and use taxes. Form ST-123 requires that each seller or vendor accepting Form ST-123 identify the Project Facility on each bill or

invoice for purchases and indicate on the bill or invoice that the Agency, the Sub-Agent or the Company, as project operator of the Agency, was the purchaser. For the purposes of indicating who the purchaser is, each bill or invoice must state, "I, [Company/Agent], certify that I am duly appointed agent of the Nassau County Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the [Project Name] located at [Address], Nassau County, New York, IDA Project Number 2803-26-04A." The Form ST-123 shall be completed as follows: (i) the "Project Information" section of Form ST-123 should be completed using the name and address of the Project Facility as indicated on the Form ST-60 used to appoint the Sub-Agent; (ii) the date that the Sub-Agent was appointed as an agent should be completed using the date of this Sales Tax Sub-Agent Authorization Letter; and (iii) the "Exempt purchases" section of Form ST-123 should be completed by marking "X" in box "A" only. The Sub-Agent agrees to provide the Agency and Company with a copy of each such Form ST-123 within five (5) days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor. The Company shall remain responsible and liable for the performance of the Sub-Agent and shall cause the Sub-Agent to comply with the provisions of this Sales Tax Sub-Agent Information Letter in connection therewith.

11. Any vendor, lessor, licensor, contractor or subcontractor that does not collect otherwise applicable sales or use tax in reliance upon this Sales Tax Sub-Agent Information Letter and the ST-123 Form issued by the Sub-Agent to such vendor, lessor, licensor, contractor or subcontractor, shall be deemed to have acknowledged and agreed to the provisions of this Sales Tax Sub-Agent Information Letter hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with the Sub-Agent.

12. The Sub-Agent shall retain for at least six (6) years from the date of expiration of its contract, agreement, lease, invoice, bill or purchase order, copies of (a) such contract, agreement, lease, invoice, bill or purchase order with the Company to provide services in connection with the Project Facility, (b) all contracts, agreements, leases, invoices, bills or purchase orders entered into or made by such Sub-Agent using the Letter of Authorization for Sales Tax Exemption, and (c) the executed Form ST-60 appointing the Sub-Agent as an agent of the Agency, and shall make such records available to the Agency upon reasonable notice. This provision shall survive the expiration or termination of this Sales Tax Agent Authorization Letter.

13. This Sales Tax Sub-Agent Information Letter and the ST-123 Form issued by the Sub-Agent to a vendor, lessor, licensor, contractor or subcontractor are provided solely for the purposes described herein and therein. No other principal/agent relationship is intended or may be implied or inferred from this Sales Tax Sub-Agent Information Letter or the issuance of such ST-123 Form.

14. (a) The Sub-Agent covenants and agrees to comply, and to cause each of its contractors, subcontractors, agents, and persons or entities acting on its behalf to comply, with the requirements of Sections 875(1) and (3) of the General Municipal Law (the "Special Provisions"), as such provisions may be amended from time to time. In the event of a conflict between the other provisions of the Project Agreement or this Sales Tax Sub-Agent Authorization Letter and the Special Provisions, the Special Provisions shall control.

(b) The Sub-Agent acknowledges and agrees that the Agency shall have the right to recover, recapture, receive, or otherwise obtain from the Sub-Agent exemptions from sales and use taxes taken or purported to be taken by the Sub-Agent or any other person or entity acting on behalf of the Sub-Agent (i) in a manner that is not authorized or for which the Company or the Sub-Agent is not entitled to claim an exemption, (ii) in excess of the Maximum Sales Tax Benefit, (iii) to purchase or lease goods or services that are not authorized under the Project Agreement or this Sales Tax Sub-Agent Authorization Letter, or (iv) in a manner that violates the provisions of the Project Agreement or this Sales Tax Sub-Agent Authorization Letter. The Sub-Agent shall, and shall require any other person or entity acting on behalf of the Sub-Agent to, cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such sales and use tax exemptions and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of the New York State Department of Taxation and Finance (the "Commissioner") to assess and determine State Sales and Use Taxes due from the Company under Article Twenty-Eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

[The Balance of This Page Intentionally Left Blank]

[Signature Page to Sales Tax Sub-Agent Authorization Letter]

The signature of representatives of the Company and the Sub-Agent where indicated below will indicate that the Company and the Sub-Agent have accepted the terms hereof.

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Name:
Title:

ACCEPTED AND AGREED TO BY:

PINE TOWN HOMES, L.P.

By: Pine Town Long Beach GP, LLC, its Partner

By: SE Pine Town LLC, its Manager

By: ______________________
Scott Jaffee
Managing Member

[*Sub-Agent*]

By: ______________________________
Name:
Title:
EIN:
PH#:

EXHIBIT I

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
NEW YORK STATE | Department of Labor

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)
   Contract Name or ID Number: ____________________
4. 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
   - ☐ Addition to Existing Structure
   - ☐ Demolition, Abatement
   - ☐ Reconstruction, Maintenance, Repair, Alteration
   - ☐ Other: ____________________
   - ☐ Heavy/Highway
   - ☐ Sewer/Water Line
   - ☐ Renewable Energy
   - ☐ Thermal Energy Network
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: ____________________

Exhibit I - 2

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 <u>are</u> minority, women, and/or service-disabled veteran owned business:

CERTIFICATION / REQUEST FOR DETERMINATION

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

☐ 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 <u>is</u> subject to the provisions of NYS Labor Law 224-a

☐ This project <u>is not</u> 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 aggravated, 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 covert 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 J

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

I, [__], the CEO/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 "Company") consisting of the following: [*project description*]. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Uniform Project Agreement dated as of [_____] 1, 20[__] between the Agency and the Company (the "Agreement").

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 Company 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 COMPANY PURSUANT TO SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW AND THE COMPANY IS 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 ______, 20__.

____

[Name]
[Title]