

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
One Independence Hill
Farmingville, NY 11738
631-451-6563

May 20, 2020

14 Glover, LLC
101 Hospital Road
Patchogue, New York 11772
Attn: Brenda J. Farrell
Vice President Finance and
Chief Financial Officer

Re: Town of Brookhaven Industrial Development Agency
(14 Glover, LLC 2017 Facility)

Ladies and Gentlemen:

Reference is made to that certain Lease and Project Agreement, dated as of January 1, 2017 (the "Lease Agreement"), by and between 14 Glover, LLC (the "Company"), and the Town of Brookhaven Industrial Development Agency (the "Agency").

The Company has requested that, by reason of the Company's difficulty acquiring tenants for the Facility for out-patient clinical care, office space, assisted living/memory care and substance abuse services, or other medical related uses, the pending application of the Company for exemption of the Facility from real estate taxation, and the possible affiliation of the Brookhaven Memorial Hospital Medical Center ("Hospital"), which is commonly owned with the Company, with Stony Brook University Hospital, the Agency (i) extend the expiration of the Completion Date to December 31, 2021 (the "**Completion Date Extension**"), (ii) defer the date by which to (x) create and maintain, or cause to be created or maintained, at the Facility 125 full time equivalent employees to December 31, 2021, and (y) create and maintain, or cause to be created or maintained, at the Facility 137 full time equivalent employees to December 31, 2022 (collectively, the "**Employment Date Extensions**"), and (iii) abate the second-half installment of 2019/20 PILOT Payments (as defined in the Lease Agreement) (the "**Second Half PILOT Abatement**"; together with the Completion Date Extension and Employment Date, the "**Requested Relief**");

The Agency contemplates that it will provide additional financial assistance to the Company, in the form of the Second Half PILOT Abatement, consistent with the policies of the Agency.

The Agency hereby consents to the Requested Relief in accordance with this letter agreement.

The last sentence of Section 3.6 of the Lease Agreement is hereby replaced in its entirety to read as follows:

“The Company agrees to complete the Project Work by December 31, 2021.”

The first sentence of Section 8.11 of the Lease Agreement is hereby replaced in its entirety to read as follows:

“The Company hereby agrees to create and maintain at all times or cause the sublessees to create and maintain at all times at the Facility: One Hundred Twenty Five (125) full time equivalent employees as of December 31, 2021, and One Hundred Thirty Seven (137) full time equivalent employees as of December 31, 2022 and thereafter throughout the Lease Term, calculated on the basis of 35 hours per week who are employees of the Company or any subsidiary or affiliates of the Company, or any consultants, contractors or subcontractors of the Company, or any subsidiary or affiliates of the Company, whose place of employment or workplace is located at the Facility (including the full time equivalent employees of all tenants at the Facility) (“**FTE**”).

The PILOT Amount corresponding to the Tax Year Commencing 12/1/2019 set forth on Exhibit C of the Leases Agreement is hereby replaced in its entirety to read as follows: “\$94,950”. The Agency acknowledges receipt from the Company of \$94,950.00 in payment of the PILOT Amount corresponding to the Tax Year 2019/20, and confirms that no further PILOT Payments are due on account of the Tax Year 2019/20.

Except as expressly set forth herein, the Lease Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with all of the terms and provisions thereof as modified hereby.

The words and phrases herein shall have the meanings ascribed thereto in the Lease Agreement unless expressly provided otherwise herein.

This letter agreement shall be deemed incorporated in and made a part of the Lease Agreement as fully as if set forth therein at length.

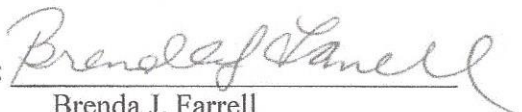
This letter agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,
TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Lisa MG Mulligan
Chief Executive Officer

Agreed and Consented:

14 GLOVER LLC

By: 
Brenda J. Farrell
Vice President Finance and
Chief Financial Officer