

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(TOWN OF BROOKHAVEN, NEW YORK)

and

CD RAMSAY REALTY, LLC

and

CREATIVE BIOLABS INC

AMENDMENT AND MODIFICATION AGREEMENT

Dated as of December 1, 2023

Town of Brookhaven Industrial Development Agency
(CD Ramsay Realty, LLC/Creative Biolabs Inc 2018 Facility)

AMENDMENT AND MODIFICATION AGREEMENT

THIS AMENDMENT AND MODIFICATION AGREEMENT, dated as of December 1, 2023 (this “**Amendment Agreement**”), is by and between the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and validly existing under the laws of the State of New York, with offices at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the “**Agency**”), CD RAMSAY REALTY, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having its principal office at 17 Ramsey Road, Shirley, New York 11967 (the “**Company**”) and CREATIVE BIOLABS INC, a New York business corporation, having its principal office at 17 Ramsey Road, Suite 203, Shirley, New York 11967 (the “**Sublessee**”).

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the “**State**”); and

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State; and

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act, as amended, and Chapter 358 of the Laws of 1970 of the State, as amended (collectively, the “**Act**”), the Agency was created and is empowered under the act to undertake the Project Work and the leasing of the Facility defined below; and

WHEREAS, The Agency has previously provided its assistance to CD Ramsay Realty, LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of CD Ramsay Realty, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Company**”); Creative Biomart Inc, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Creative Biomart Inc and/or an entity formed or to be formed on behalf of the foregoing (collectively, “**Creative Biomart**”); Creative Biolabs Inc, a business corporation organized and existing under the laws of the

State of New York, on behalf of itself and/or the principals of Creative Biolabs Inc and/or an entity formed or to be formed on behalf of the foregoing (collectively, "**Creative Biolabs**"); Creative Dynamics, Inc., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Creative Dynamics, Inc. and/or an entity formed or to be formed on behalf of the foregoing (collectively, "**Creative Dynamics**"); CD Biosciences Inc, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of CD Biosciences Inc and/or an entity formed or to be formed on behalf of the foregoing (collectively, "**CD Biosciences**"); and BOCSCI Inc, a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of BOCSCI Inc and/or an entity formed or to be formed on behalf of the foregoing (collectively, "**BOCSCI**"; and together with Creative Biomart, Creative Biolabs, Creative Dynamics and CD Biosciences, the "**Sublessees**"); in: (a) the acquisition of an approximately 4.5-acre parcel of vacant land, located at Ramsay Road and Precision Drive, Shirley, New York 11967 (more particularly described as Suffolk County Tax Map No. 0200-584.00-01.00-004.040) (the "**Land**"), the construction of an approximately 12,000 square foot building thereon (the "**Original Improvements**"), and the acquisition and installation therein of certain equipment and personal property not part of the Original Equipment (as such term is defined herein) (the "**Original Facility Equipment**"; and together with the Improvements, the "**Original Company Facility**"), which Original Company Facility is leased by the Agency to the Company and subleased by the Company to the Sublessees; (b) the acquisition and installation of certain equipment and personal property (the "**Original Creative Biomart Equipment**"), which Original Creative Biomart Equipment is leased by the Agency to Creative Biomart; (c) the acquisition and installation of certain equipment and personal property (the "**Original Creative Biolabs Equipment**"), which Original Creative Biolabs Equipment is leased by the Agency to Creative Biolabs; (d) the acquisition and installation of certain equipment and personal property (the "**Original Creative Dynamics Equipment**"), which Original Creative Dynamics Equipment is leased by the Agency to Creative Dynamics; (e) the acquisition and installation of certain equipment and personal property (the "**Original CD Biosciences Equipment**"), which Original CD Biosciences Equipment is leased by the Agency to CD Biosciences; and (f) the acquisition and installation of certain equipment and personal property (the "**Original BOCSCI Equipment**"; and together with the Original Creative Biomart Equipment, the Original Creative Biolabs Equipment, the Original Creative Dynamics Equipment and the Original CD Biosciences Equipment, the "**Original Equipment**"), which Original BOCSCI Equipment is leased by the Agency to BOCSCI (the Original Company Facility and the Original Equipment shall be collectively known as the "**Original Facility**"), and which Original Facility is used by the Sublessees as laboratory and office space for the following purposes: the distribution of various proteins to the life sciences research community; providing protein expression and purification services; the distribution of antibody and antibody library services; the distribution of high quality recombinant proteins, antibodies, antigens, enzymes and ELISA assays to researchers in biology, clinical research, molecular diagnostics and biopharmaceutical drug development and related fields; the distribution of biopharmaceutical products, antibacterial pharmaceutical products, oncology products and vaccines; and providing personalized solutions for the conjugation of small molecules such as drugs, metabolites and labeled

compounds with synthetic or natural compounds for synthetic applications (the “**Original Project**”); and

WHEREAS, the Company leased the Land and Improvements to the Agency pursuant to a certain Company Lease Agreement, dated as of December 1, 2018 (the “**Original Company Lease**”), a memorandum of which was presented to the Suffolk County Clerk’s office for recording; and

WHEREAS, the Company transferred title to certain of the Original Facility Equipment acquired utilizing the Agency’s sales tax exemption to the Agency pursuant to a certain Bill of Sale, dated December 18, 2018 (the “**Original Bill of Sale**”); and

WHEREAS, the Agency currently leases the Original Company Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of December 1, 2018 (the “**Original Lease Agreement**”), between the Agency and the Company, a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Company subleased the Original Company Facility to the Sublessee pursuant to and in accordance with a certain Sublease Agreement, dated December 18, 2018 (the “**Sublease Agreement**”), between the Company, as sublessor, and the Sublessees as co-sublessees; and

WHEREAS, Creative Biolabs agreed to transfer title to the Original Creative Biolabs Equipment to the Agency pursuant to a certain Equipment Bill of Sale, dated December 18, 2018 (the “**Original Equipment Bill of Sale**”); and

WHEREAS, the Agency currently leases the Original Creative Biolabs Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of December 1, 2018 (the “**Original Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Company submitted a request to the Agency for financial assistance, in connection with (a) the construction and equipping of an approximately 18,500 square foot building to be located on the Land (the “**2023 Improvements**”, and together with the Original Improvements, the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property not part of the 2023 Equipment (as such term is defined herein) (the “**2023 Facility Equipment**”, and together with the Land and the 2023 Improvements, the “**2023 Company Facility**”, and the 2023 Company Facility together with the Original Company Facility, the “**Company Facility**”), which 2023 Company Facility will be leased by the Agency to the Company and subleased by the Company to the Sublessees; and (b) the acquisition and installation of certain equipment and personal property (the “**2023 Creative Biolabs Equipment**” and together with the 2023 Company Facility, the “**2023 Facility**”, and the 2023 Facility together with the Original Facility, the “**Facility**”), which 2023 Creative Biolabs Equipment is to be leased by the Agency to Creative Biolabs, and the 2023 Facility is to be used by the Company and Sublessees as an

additional laboratory in their current business as a manufacturer and distributor of biologic proteins for the biotech industry (the “**2023 Project**”, and together with the Original Project, the “**Project**”); and

WHEREAS, in connection with the 2023 Project, the Agency has agreed to modify and replace the payment-in-lieu-of-tax benefits (the “**PILOT Benefits**”), as described in the Original Lease Agreement, with the PILOT schedule attached hereto as Exhibit B (the “**PILOT Amendment**”) and provide exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the 2023 Facility; and

WHEREAS, pursuant to Section 3.6 of the Original Lease Agreement and Section 3.4 of the Original Equipment Lease Agreement, the Company previously agreed to complete the acquisition, construction and equipping of the Original Facility no later than December 31, 2020 (the “**Original Completion Date**”); and

WHEREAS, in connection with the 2023 Project, in order to complete the costs of the acquisition, installation and equipping of the 2023 Facility, the Agency and the Company have agreed to a Completion Date for the 2023 Facility of December 1, 2025 (the “**2023 Project Completion Date**”); and

WHEREAS, the Agency and the Company agree to amend the Original Company Lease, the Original Lease Agreement, and the Original Equipment Lease Agreement, pursuant to this Amendment and Modification Agreement (the “**Amendment and Modification Agreement**”); and together with the Original Company Lease, the “**Company Lease**”, and together with the Original Lease Agreement, the “**Lease Agreement**”, and together with the Original Equipment Lease Agreement, the “**Equipment Lease Agreement**”); and

WHEREAS, the Company has agreed to transfer title to certain of the 2023 Facility Equipment acquired utilizing the Agency’s sales tax exemption to the Agency pursuant to a certain Bill of Sale, dated the date hereof (the “**Bill of Sale**”); and

WHEREAS, Creative Biolabs agreed to transfer title to the 2023 Creative Biolabs Equipment to the Agency pursuant to a certain Equipment Bill of Sale, dated the date hereof (the “**Equipment Bill of Sale**”) and

WHEREAS, the Agency has agreed to provide financial assistance to the Company and the Sublessees consistent with the policies of the Agency, in the form of (a) an amended and extended abatement of real property taxes on the Facility as shown on Exhibit B annexed hereto, all consistent with the policies of the Agency (which shall replace the PILOT Schedule annexed to the Original Lease Agreement as Exhibit C) and (b) exemptions from sales and use taxes in an amount not to exceed \$215,625.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the 2023 Facility; and

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions in this Amendment Agreement. All other capitalized terms used in this Amendment Agreement which are not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement, which definitions are incorporated herein and made a part hereof by reference.

Section 1.02. Definitions in Amended Documents. All references in the Lease Agreement, to “this Lease Agreement”, “the Lease Agreement”, the Company Lease, to “this Company Lease”, “the Company Lease”, the PILOT Agreement, to “this PILOT Agreement”, “the PILOT Agreement”, the Recapture Agreement, to “this Recapture Agreement”, “the Recapture Agreement”, the Environmental Compliance and Indemnification Agreement, to “this Environmental Compliance and Indemnification Agreement”, “the Environmental Compliance and Indemnification Agreement” as the case may be, or words of similar import, and the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, “thereby”, “thereof”, “thereto”, “therein”, “thereunder” and any similar terms as used in any such instrument or agreement shall be deemed to refer to such instrument or agreement as amended, modified and supplemented to date, including by this Amendment Agreement.

ARTICLE II AMENDMENT AND MODIFICATION OF LEASE AGREEMENT

Section 2.01. Amendment and Modification of Lease Agreement. The Agency and the Company agree that the Lease Agreement is hereby amended and modified as follows:

- (a) The PILOT Schedule attached to the Lease Agreement as Exhibit C is hereby amended and replaced in its entirety with the schedule attached as Exhibit B hereto; provided the Company shall make PILOT Payments for the 2022/2023 tax year as provided in Exhibit C to the Original Lease Agreement.
- (b) The Lease Agreement is hereby amended and modified in all respects to reflect that the Agency is leasing the Facility to the Company for a term which will terminate at 11:59 pm on November 30, 2034.
- (c) Section 3.6 to the Lease Agreement is hereby amended to reflect the 2023 Project Completion Date.

- (d) Certain defined terms are hereby either amended and replaced in their entirety, or added to Schedule A of the Lease Agreement, as set forth in Exhibit C attached hereto.
- (e) The Lease Agreement is hereby amended and modified in all other respects to reflect the PILOT Amendment and the 2023 Project Completion Date.
- (f) A separate Memorandum of Amended Lease Agreement between the Agency and the Company will be recorded in the Suffolk County Clerk's office to reflect the aforementioned amendment.

Section. 2.02 Ratification of Lease Agreement. Except as otherwise amended and modified by this Amendment Agreement, the Agency and the Company agree that the Lease Agreement is hereby ratified and confirmed and remains in full force and effect.

ARTICLE III AMENDMENT AND MODIFICATION OF COMPANY LEASE

Section 3.01. Amendment and Modification of Company Lease. The Agency and the Company agree that the Company Lease is hereby amended and modified as follows:

- (a) The Company Lease is hereby amended and modified in all respects to reflect that the Company is leasing the Land and Improvements to the Agency for a term which will terminate at 11:59 pm on November 30, 2034.
- (b) The Company Lease is hereby amended and modified in all other respects to reflect the PILOT Extension and the 2023 Project Completion Date.
- (c) A separate Memorandum of Amended Company Lease between the Company and the Agency will be recorded in the Suffolk County Clerk's office to reflect the aforementioned amendments.

Section. 3.02 Ratification of Company Lease Agreement. Except as otherwise amended and modified by this Amendment Agreement, the Agency and the Company agree that the Company Lease is hereby ratified and confirmed and remains in full force and effect.

ARTICLE IV AMENDMENT AND MODIFICATION OF EQUIPMENT LEASE AGREEMENT

Section 4.01. Amendment and Modification of Equipment Lease Agreement. The Agency, the Company and the Sublessee agree that the Equipment Lease Agreement is hereby amended and modified as follows:

- (a) The termination date of the Equipment Lease Agreement is hereby amended and modified from 11:59 pm on December 31, 2020 to 11:59 pm on December 31, 2025.
- (b) Section 3.4 to the Lease Agreement is hereby amended to reflect the 2023 Project Completion Date.
- (c) The Equipment Lease Agreement is hereby amended and modified in all respects to reflect the PILOT Extension and the 2023 Project Completion Date.

Section. 4.02 Ratification of Equipment Lease Agreement. Except as otherwise amended and modified by this Amendment Agreement, the Agency, the Company and the Sublessee agree that the Equipment Lease Agreement is hereby ratified and confirmed and remains in full force and effect.

ARTICLE VII MISCELLANEOUS

Section 7.01 Binding Effect. This Amendment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Amendment Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Amendment Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by all of the parties hereto.

Section 7.04 Execution of Counterparts. This Amendment 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 7.05 Applicable Law. This Amendment Agreement shall be governed exclusively by the applicable laws of the State of New York without regard or reference to its conflict of laws principles.

Section 7.06 Section Headings Not Controlling. The headings of the several sections in this Amendment Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Amendment Agreement.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY**

By: *Lisa MG Mulligan*
Name: Lisa MG Mulligan
Title: Chief Executive Officer

CD RAMSAY REALTY, LLC

By: _____
Name: Donghai Chen
Title: Member

CREATIVE BIOLABS INC


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Lisa MG Mulligan
Title: Chief Executive Officer

CD RAMSAY REALTY, LLC

By:  _____
Name: Donghai Chen
Title: Member

CREATIVE BIOLABS INC


By:  _____
Name: Donghai Chen
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF LAND

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING near Yaphank, in the Town of Brookhaven, County of Suffolk and State of New York, known and designated as part of Lot No. 1 as shown on a certain map entitled, "Map of R & D Plaza, Section One" and filed in the Office of the Clerk of the County of Suffolk on April 15, 1983 as Map Number 7170 being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Ramsay Road at the extreme easterly end of a curve connecting the northerly side of Ramsay Road with the easterly side of Natcon Drive;

RUNNING THENCE easterly along the northerly side of Ramsay Road the following three (3) courses and distances:

1. North 60 degrees 07 minutes 32 seconds East 176.75 feet;
2. along an arc of a curve bearing to the left having a radius of 682.00 feet, a length of 169.62 feet;
3. North 45 degrees 52 minutes 32 seconds East 92.53 feet to land now or formerly of Cable & Wireless Americas Systems Inc.;

THENCE North 46 degrees 12 minutes 13 seconds West along the last mentioned lands 577.60 feet to the southeasterly side of Natcon Drive;

THENCE southerly along the southeasterly and southerly side of Natcon Drive the following two (2) courses and distances:

1. along an arc of a curve bearing to the left having a radius of 420.00 feet, a length of 540.04 feet;
2. South 29 degrees 52 minutes 28 seconds East 165.00 feet;

THENCE southeasterly along an arc of a curve bearing to the left connecting the easterly side of Natcon Drive with the northerly side of Ramsay Road, said curve having a radius of 30.00 feet a length of 47.12 feet to the northerly side of Ramsay Road and the point or place of BEGINNING.

FOR INFORMATION ONLY: SAID PREMISES BEING KNOWN AS AND BY:
District: 0200 Section: 584.00 Block: 01.00 Lot: 004.040
Ramsay Road
Shirley, NY

EXHIBIT B

PILOT Schedule

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Longwood Central School District, Suffolk County and Appropriate Special Districts

Property Address: 17 Ramsey Road, Shirley, New York 11967

Tax Map Nos. 0200-584.00-01.00-p/o 004.040

School District: Longwood Central School District

<u>Year</u>	<u>PILOT Payment</u>
2023/2024	\$8,261
2024/2025	\$8,426
2025/2026	\$8,595
2026/2027	\$8,767
2027/2028	\$8,942
2028/2029	\$9,121
2029/2030	\$48,627
2030/2031	\$49,600
2031/2032	\$50,592
2032/2033	\$51,603
2033/2034, and thereafter,	full taxation

EXHIBIT C

Schedule of Amended Definitions

“2023 Company Facility” means the 2023 Improvements, the 2023 Facility Equipment, and the Land.

“2023 Creative Biolabs Equipment” means the equipment and personal property the Agency will acquire from Creative Biolabs as part of the 2023 Project.

“2023 Facility” means the 2023 Company Facility and the 2023 Creative Biolabs Equipment.

“2023 Facility Equipment” means the equipment and personal property the Agency will acquire from the Company as part of the 2023 Project.

“2023 Improvements” means the approximately 18,500 square foot building to be constructed upon on the Land.

“2023 Project” shall have the meaning set forth in the recitals hereto.

“2023 Project Completion Date” means January 31, 2025.

“Amendment Agreement” means this Amendment and Modification Agreement, dated the date hereof, by and among the Agency, the Company, and Creative Biolabs.

“Bill of Sale” means the Bill of Sale conveying the 2023 Facility Equipment from the Company to the Agency, dated the date hereof.

“Completion Date” means the 2023 Project Completion Date.

“Equipment” means the 2023 Facility Equipment, the 2023 Creative Biolabs Equipment, the Original Facility Equipment, and the Original Creative Biolabs Equipment.

“Equipment Bill of Sale” means the Equipment Bill of Sale conveying the 2023 Creative Biolabs Equipment from Creative Biolabs to the Agency, dated the date hereof.

“Facility” means the Original Facility and the 2023 Facility.

“Improvements” means the Original Improvements together with the 2023 Improvements.

“Company Lease” means the Original Company Lease, as amended by the Amendment Agreement.

“Equipment Lease” means the Original Equipment Lease, as amended by the Amendment Agreement.

“Lease Agreement” means the Original Lease Agreement, as amended by the Amendment Agreement.

“Maximum Company Sales Tax Savings Amount” shall mean the aggregate maximum dollar amount of Company Sales Tax Savings that the Company and all Agents acting on behalf the Company are permitted to receive under the Lease Agreement, which shall equal \$181,125.00 or such maximum dollar amount as may be determined by the Agency pursuant to such additional documents as may be required by the Agency for such increase.

“Maximum Sublessee Sales Tax Savings Amount” shall mean the aggregate maximum dollar amount of Sublessee Sales Tax Savings that Creative Biolabs and all Agents acting on behalf the Creative Biolabs are permitted to receive under the Equipment Lease Agreement, which shall equal \$34,500.00 or such maximum dollar amount as may be determined by the Agency pursuant to such additional documents as may be required by the Agency for such increase.

“Original Bill of Sale” means the Bill of Sale from the Company to the Agency dated December 18, 2018.

“Original Company Facility” shall have the meaning set forth in the recitals hereto.

“Original Company Lease” means the Company Lease Agreement dated as of December 1, 2018, by and between the Company and the Agency.

“Original Creative Biolabs Equipment” shall have the meaning set forth in the recitals hereto.

“Original Equipment Lease” means the

“Original Facility” shall have the meaning set forth in the recitals hereto.

“Original Facility Equipment” shall have the meaning set forth in the recitals hereto.

“Original Lease Agreement” means the Lease and Project Agreement, dated as of December 1, 2018, by and between the Agency and the Company.

“Original Improvements” shall have the meaning set forth in the recitals hereto.

“Original Project” shall have the meaning set forth in the recitals hereto.

“Project” means the Original Project and the 2023 Project.