

EXECUTION COPY

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

and

FIRST REALTY ASSOCIATES LLC

and

GLOBAL TISSUE GROUP, INC.

and

FRA MEIR EQUITIES LLC, A NEW YORK LIMITED LIABILITY COMPANY,
FRAFT EQUITIES LLC, A NEW YORK LIMITED LIABILITY COMPANY,
FRA ISAAC EQUITIES LLC, A NEW YORK LIMITED LIABILITY COMPANY,
FRAET EQUITIES LLC, A NEW YORK LIMITED LIABILITY COMPANY,
FRA SHAOUL CAPITAL LLC, A NEW YORK LIMITED LIABILITY COMPANY,
FRA HSFT CAPITAL LLC, A NEW YORK LIMITED LIABILITY COMPANY,
FRA LSFT CAPITAL LLC, A NEW YORK LIMITED LIABILITY COMPANY, AND
FRA DSFT CAPITAL LLC, A NEW YORK LIMITED LIABILITY COMPANY

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

Dated December 7, 2022

Town of Brookhaven Industrial Development Agency
(First Realty Associates LLC/Global Tissue Group, Inc. 2008 Facility)

Property Address: 870 Expressway Drive South, Medford, New York and
Middle Island Road, Yaphank, New York

Tax Account Numbers: 0200-703.00-01.00-030.000
0200-704.00-01.00-014.001 and 015.001

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ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT, dated December 7, 2022 (this “**Assignment, Assumption and Amendment Agreement**”), is by and among the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the “**Agency**”), FIRST REALTY ASSOCIATES LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having its principal office at 870 Expressway Drive South, Medford, New York 11763 (the “**Assignor**” and, before the Effective Date (as defined herein), the “**Original Company**”), GLOBAL TISSUE GROUP, INC., a business corporation duly organized and validly existing under the laws of the State of New York, having an office at 870 Expressway Drive South, Medford, New York 11763 (the “**Sublessee**”), and FRA MEIR EQUITIES LLC, a New York limited liability company, FRAFT EQUITIES LLC, a New York limited liability company, FRA ISAAC EQUITIES LLC, a New York limited liability company, FRAET EQUITIES LLC, a New York limited liability company, FRA SHAOUL CAPITAL LLC, a New York limited liability company, FRA HSF CAPITAL LLC, a New York limited liability company, FRA LSFT CAPITAL LLC, a New York limited liability company, and FRA DSFT CAPITAL LLC, a New York limited liability company, each duly organized and validly existing under the laws of the State of New York, each having a principal office at 870 Expressway Drive South, Medford, New York 11763 (each a Tenant in Common and collectively, the “**Assignee**” and, after the Effective Date (as defined herein), the “**Company**”).

RECITAL

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**”);

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

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, 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, civic, 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;

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

WHEREAS, the Agency previously provided its assistance in the acquisition of an approximately 23.4303-acre vacant parcel of land located at 870 Expressway Drive South, Medford, New York and Middle Island Road, Yaphank, New York (further identified as Tax Map Nos. 0200-703.00-01.00-030.000, 0200-704.00-01.00-014.001 and 015.001), and the construction and equipping thereon of an approximately 166,700 square foot building including, without limitation, the furnishing and equipping of warehouse and distribution space to be used for the manufacturing and distribution of paper products such as facial tissues, bath tissues, napkins and paper towels (the "**Facility**"), which Facility is leased by the Agency to the Original Company and subleased by the Original Company to the Sublessee, and used by the Sublessee in the manufacturing and distribution of paper products for customers of the Sublessee; and

WHEREAS, the Agency acquired a fee interest in the Land pursuant to a certain Deed, dated July 23, 2008 (the "**Deed**"), which Deed was recorded in the Suffolk County Clerk's office on August 15, 2008 in Liber 12561, at page 742, and a certain Bill of Sale, dated July 23, 2008 (the "**Bill of Sale**"), each from the Original Company to the Agency; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of July 1, 2008 (the "**2008 Lease Agreement**") between the Agency and the Company, a memorandum of which 2008 Lease Agreement was recorded in the Suffolk County Clerk's office on August 15, 2008 in Liber 12561 of Deeds, Page 746; and

WHEREAS, the Company subleased the Facility to the Sublessee pursuant to a certain unrecorded lease, dated as of April 9, 2020 (the "**Sublease Agreement**"), from the Company to the Sublessee, and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency, the Company, and the Sublessee entered into a certain Payment-in-Lieu-of Tax Agreement, dated as of July 1, 2008 (the "**2008 PILOT Agreement**"), whereby the Company and Sublessee agreed to make payments in lieu of taxes on the Facility; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency, the Company, and the Sublessee entered into a certain Recapture Agreement, dated as of July 1, 2008 (the "**2008 Recapture Agreement**"), which 2008 Recapture Agreement was recorded in the Suffolk County Clerk's office on August 15, 2008 in Liber 12561 of Deeds, Page 749; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency, the Company, and the Sublessee entered into a certain Environmental Compliance and Indemnification Agreement, dated as of July 1, 2008 (the "**Original Environmental Compliance and Indemnification Agreement**"), by which the Company and the Sublessee made certain representations and warranties regarding the environmental conditions of the Facility; and

WHEREAS, the Agency and the Company previously mortgaged their respective interests in the Facility to Genworth Life Insurance Company (the "**Lender**"), pursuant to a

certain Mortgage, Assignment of Rents and Leases, and Security Agreement, dated April 9, 2020 (the “**Mortgage**”), which Mortgage secured the aggregate principal amount of \$14,900,000 (the “**Loan**”); and

WHEREAS, the Company and the Sublessee previously submitted a request for the Agency’s consent to an extension of payments-in-lieu-of-taxes benefits presently provided under the 2008 PILOT Agreement; and

WHEREAS, the Agency agreed to provide financial assistance to the Company and the Sublessee in the form of the modification and extension of current abatements of real property taxes on the Facility, consistent with the policies of the Agency (the “**PILOT Extension**”); and

WHEREAS, the Agency, the Company and the Sublessee entered into a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of October 1, 2020 (the “**Amended and Restated PILOT Agreement**”); and together with the 2008 PILOT Agreement, the “**Original PILOT Agreement**”), by and among the Agency, the Company and the Sublessee; and

WHEREAS, in connection with the leasing of the Facility and the extension of the PILOT Agreement, the Agency and the Company agreed to extend the term of the Lease Agreement to coincide with the extension of the PILOT Agreement pursuant to the Amendment of Lease (defined below); and

WHEREAS, the 2008 Lease Agreement was amended pursuant to an Amendment of Lease, dated October 27, 2020 (the “**Amendment of Lease**”); and, together with the 2008 Lease Agreement, the “**Original Lease Agreement**”), between the Agency and the Company and a memorandum of which Amendment of Lease was recorded in the Suffolk County Clerk’s office on December 31, 2020, in Liber 13085 of Deeds, Page 88; and

WHEREAS, in connection with the Amended and Restated PILOT Agreement and the Amendment of Lease, the Company and the Sublessee entered into an Amended and Restated Recapture Agreement, dated as of October 1, 2020 (the “**Amended and Restated Recapture Agreement**”); and, together with the 2008 Recapture Agreement, the “**Original Recapture Agreement**”; and, together with the Original Lease Agreement, the Sublease Agreement, the Original Environmental Compliance and Indemnification Agreement, the Original PILOT Agreement, collectively referred to as the “**Assignor Documents**”), to provide assurances with respect to the recapture of benefits granted under the PILOT Agreement, the Lease Agreement and the other Agency Documents (as defined in therein); and

WHEREAS, the Assignee has now requested the Agency’s consent to (i) the assignment by the Assignor of all of its rights, title, interest and obligations under the Assignor Documents, and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest and obligations of the Assignor under the Assignor Documents, and certain other agreements in connection with the Facility, and (ii) the release of the Assignor from any further liability

with respect to the Facility and Assignor Documents, subject to certain requirements of the Agency, all pursuant to this Assignment, Assumption and Amendment Agreement, in each case on the terms set forth herein; and

WHEREAS, pursuant to Section 9.3 of the Original Lease Agreement, the Assignor Documents may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Agency has consented to the assignment by the Assignor and the assumption by the Assignee of the Assignor's interests in the Facility and the Agency will thereafter lease the Facility to the Assignee; and

WHEREAS, the Original Lease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Lease Agreement, dated December 7, 2022 (the "**Assignment of Lease Agreement**", and together with the Original Lease Agreement and this Assignment, Assumption, and Amendment Agreement, the "**Lease Agreement**"), by and between the Assignor and the Assignee, and consented to by the Agency; and

WHEREAS, the Original Environmental Compliance and Indemnification Agreement shall be amended pursuant to and in accordance with this Assignment, Assumption and Amendment Agreement, and the Assignee will contemporaneously herewith assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date under the Original Environmental Compliance and Indemnification Agreement (as amended by this Assignment, Assumption and Amendment Agreement, the "**Environmental Compliance and Indemnification Agreement**"), with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor first arising on and after the Effective Date; and

WHEREAS, the Original PILOT Agreement shall be amended pursuant to and in accordance with this Assignment, Assumption and Amendment Agreement, and the Assignee will contemporaneously herewith assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date under the Original PILOT Agreement (as amended by this Assignment, Assumption and Amendment Agreement, the "**PILOT Agreement**") with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor first arising on and after the Effective Date; and

WHEREAS, the Original Recapture Agreement shall be amended pursuant to and in accordance with this Assignment, Assumption and Amendment Agreement, and the Assignee will contemporaneously herewith assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date under the Recapture Agreement (as amended by this Assignment, Assumption and Amendment Agreement, the "**Recapture Agreement**"; the Lease Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and the Recapture Agreement being collectively referred to as the "**Assignee Documents**"), with respect to the Facility, including

but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor first arising on and after the Effective Date; and

WHEREAS, subject to the Agency's consent, which consent is given pursuant to Section 3.2 hereof, the Assignee shall assume the Assignor's leasehold estate and reversionary interest in the Facility created pursuant to the Lease Agreement and, the PILOT Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Environmental Compliance and Indemnification Agreement and assume all of the right, title, interest, liability, duty and obligations of the Assignor with respect to the Facility including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Lease Agreement, the PILOT Agreement, the Recapture Agreement, and the Environmental Compliance and Indemnification Agreement, arising on and after the Effective Date, in each case, first arising on and after the Effective Date; and

WHEREAS, on the terms set forth herein, the Assignee has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the assignment of the interest in the Facility from the Assignor to the Assignee, as more particularly set forth in Article V herein.

AGREEMENT

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

All capitalized terms used in this Assignment, Assumption and Amendment Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached as to the Lease Agreement as Schedule A and made a part hereof.

All references in the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture Agreement, or the Lease Agreement to "this Environmental Compliance and Indemnification Agreement" or "the Environmental Compliance and Indemnification Agreement", "this PILOT Agreement" or "the PILOT Agreement", "this Recapture Agreement" or "the Recapture Agreement", "this Lease Agreement" or "the Lease Agreement", 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, supplemented and assigned by this Assignment, Assumption and Amendment Agreement.

Article II
REPRESENTATIONS AND COVENANTS OF ASSIGNOR AND ASSIGNEE

Section 2.1 Representation and Covenants of Assignor.

(a) The Assignor is a limited liability company, organized in and existing under the laws of the State of New York, is in good standing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Assignor Documents and the other documents contemplated thereby. Each of the Assignor Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignor.

(b) Each of the Assignor Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignor enforceable against the Assignor in accordance with its terms.

Section 2.2 Representation and Covenants of Assignee.

(a) The Assignees are each organized and existing under the laws of the State of New York, is in good standing under the laws of the State of New York, and each has full legal right, power and authority to execute, deliver and perform each of the Assignee Documents and the other documents contemplated thereby. Each of the Assignee Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignee.

(b) Neither the execution and delivery of any of the Assignee Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Assignee Documents and the other documents contemplated thereby will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, each respective Tenant in Common's organizational documents, as amended, or any restriction or any agreement or instrument to which the Assignee is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Assignee under the terms of any such law, ordinance, organizational documents, as amended, restriction, agreement or instrument, except for Permitted Encumbrances.

(c) Each of the Assignee Documents and the other documents contemplated thereby constitutes a joint and several legal, valid and binding obligation of the Assignee enforceable against the Assignee in accordance with its terms.

(d) The Facility is and will continue to be a "project" as such quoted term is defined in the Act. The Assignee will not take any action, or fail to take any action, which action or failure to act would cause the Facility not to constitute a "project" as such quoted term is defined in the Act.

(e) The Assignee hereby represents to the Agency that the Agency's involvement with the Facility will not result in the removal of an industrial or manufacturing plant from

one area of the State to another area of the State or in the abandonment of one or more plants of the Facility occupant(s) located in the State, unless the Agency's involvement with the Facility (i) is reasonably necessary to discourage the Facility occupant(s) from removing such other plant or facility to a location outside the State, or (ii) is reasonably necessary to preserve the competitive position of the Facility occupant(s) in their respective industry.

Article III
ASSIGNMENT, ASSUMPTION AND AMENDMENT

Section 3.1 Effective Date, Assignment, Assumption and Amendment, Agency Certification, Consents.

(a) As used herein, the "Effective Date" shall mean December 7, 2022.

(b) Upon the Effective Date the Assignor hereby assigns to the Assignee all of its rights, title, interest, obligations, liabilities and duties (including its reversionary rights under the Original Lease Agreement) under the Assignor Documents (provided that with respect to any obligations, liabilities and duties, such assignment shall relate only to obligations, liabilities and duties first arising on or after the Effective Date with respect to events first occurring on after the Effective Date).

(c) On and after the Effective Date the Assignee hereby assumes all of the Assignor's rights, title, interest, obligations, liabilities and duties relating to the Facility to the extent first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date, including, but not limited to, all of its rights, title, interest, obligations, liabilities and duties (provided that with respect to any obligations, liabilities and duties, such assumption shall relate only to obligations, liabilities and duties arising on or after the Effective Date with respect to events first occurring on and after the Effective Date) under Assignor Documents (including its reversionary rights under the Original Lease Agreement).

(d) The Agency, the Assignor and the Assignee acknowledge that a Memorandum of the Assignment of Lease Agreement, will be executed by the Agency, the Assignor and the Assignee and delivered to the Suffolk County Clerk's office to effectuate the assignment and assumption of the Original Lease Agreement.

Section 3.2 Consent by Agency. In accordance with Section 9.3 of the Lease Agreement, the Agency hereby consents to the assignment by the Assignor to the Assignee pursuant to Section 3.1(b) above and the assumption by the Assignee pursuant to Section 3.1(c) above, and otherwise subject to the terms, conditions and limitations described herein.

Section 3.3 Consent by the Sublessee. The Sublessee hereby consents to the assignment by the Assignor to the Assignee pursuant to Section 3.1(b) above and the assumption by the Assignee pursuant to Section 3.1(c) above, and otherwise subject to the terms, conditions and limitations described herein.

Article IV
RELEASE

Section 4.1 Release of the Assignor by the Agency.

(a) On and after the Effective Date, but only upon receipt of an opinion of counsel to the Assignee that this Assignment, Assumption and Amendment Agreement is duly authorized, executed and delivered by the Assignee, the receipt of which is hereby confirmed, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Facility, including, but not limited to, all of its rights, title, interest, obligation, liabilities and duties under the Assignor Documents.

(b) Notwithstanding anything herein to the contrary, Assignor is hereby not released from its obligations, liabilities or duties under the Original Lease Agreement arising prior to the Effective Date (the “**Prior Obligations**”), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold harmless the Agency under the Assignor Documents irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

Article V
INDEMNIFICATION

Section 5.1 Assignee’s Indemnification of Agency and Assignor. The Assignee shall and does indemnify the Agency and the Assignor against, and agrees to defend and hold the Agency and the Assignor harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred in connection with the Original Lease Agreement, the Original PILOT Agreement, the Original Recapture Agreement, and the Original Environmental Compliance and Indemnification Agreement, first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date. In addition, the Assignee shall and does indemnify the Agency, and agrees to defend and hold the Agency harmless from any of the Assignee’s obligations to indemnify and hold harmless the Agency under Section 8.2 of the Lease Agreement, first arising on and after the Effective Date with respect to events first occurring on and after the Effective Date.

Section 5.2 Assignor’s Indemnification of Agency. The Assignor shall and does indemnify the Agency and the Assignee against, and agrees to defend and hold the Agency and the Assignee harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred in connection with the Assignor Documents, arising prior to the Effective Date, in addition to any other Prior Obligations.

Article VI
AMENDMENT AND MODIFICATION OF LEASE AGREEMENT, THE PILOT
AGREEMENT, THE RECAPTURE AGREEMENT AND THE ENVIRONMENTAL
COMPLIANCE AND INDEMNIFICATION AGREEMENT

Section 6.1 Amendment and Modification of Lease Agreement. The Assignee and the Agency agree that the Lease Agreement is amended and modified as of the Effective Date as follows:

(a) The Lease Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Lease Agreement to the “Company” are hereby amended and modified to reflect the following definition:

“Company” means collectively, FRA MEIR EQUITIES LLC, a New York limited liability company, FRAFT EQUITIES LLC, a New York limited liability company, FRA ISAAC EQUITIES LLC, a New York limited liability company, FRAET EQUITIES LLC, a New York limited liability company, FRA SHAOUL CAPITAL LLC, a New York limited liability company, FRA HSF CAPITAL LLC, a New York limited liability company, FRA LSFT CAPITAL LLC, a New York limited liability company, and FRA DSFT CAPITAL LLC, a New York limited liability company, each a tenant in common, duly organized and validly existing under the laws of the State of New York, and their respective successors and assigns.”

(b) Any notices required to be delivered to the Company pursuant to the terms of the Lease Agreement shall be delivered as provided in Section 7.1 hereof.

(c) A new Section 12.11 shall be added to the Lease Agreement as follows:

“Section 12.11 All obligations of the Company under this Lease Agreement shall be joint and several obligations of FRA Meir Equities LLC, FRAFT Equities LLC, FRA Isaac Equities LLC, FRAET Equities LLC, FRA SHAOUL CAPITAL LLC, FRA HSFT TRUST CAPITAL LLC, FRA LSFT TRUST CAPITAL LLC, and FRA DSFT TRUST CAPITAL LLC.”

Section 6.2 Amendment and Modification of PILOT Agreement. The Assignee and the Agency agree that the PILOT Agreement shall be amended and modified as of the Effective Date as follows:

(a) The PILOT Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the PILOT Agreement to the “Company” are hereby amended and modified to reflect the following definition:

“Company” means collectively, FRA MEIR EQUITIES LLC, a New York limited liability company, FRAFT EQUITIES LLC, a New York limited liability company, FRA ISAAC EQUITIES LLC, a New York limited liability company, FRAET EQUITIES LLC, a New York limited liability company, FRA SHAOUL CAPITAL LLC, a New York limited liability company, FRA HSFT CAPITAL LLC, a New York limited liability company, FRA LSFT CAPITAL LLC, a New York limited liability company, and FRA DSFT CAPITAL LLC, a New York limited liability company, each a tenant in common, duly organized and validly existing under the laws of the State of New York, and their respective successors and assigns.”

(b) Any notices required to be delivered to the Company pursuant to the terms of the PILOT Agreement shall be delivered as provided in Section 7.1 hereof.

(c) A new Section 18 shall be added to the PILOT Agreement as follows:

“Section 18. All obligations of the Company under this PILOT Agreement shall be joint and several obligations of FRA Meir Equities LLC, FRAFT Equities LLC, FRA Isaac Equities LLC, FRAET Equities LLC, FRA SHAOUL CAPITAL LLC, FRA HSFT TRUST CAPITAL LLC, FRA LSFT TRUST CAPITAL LLC, and FRA DSFT TRUST CAPITAL LLC.”

Section 6.3 Amendment and Modification of Recapture Agreement. The Assignee and the Agency agree that the Recapture Agreement shall be amended and modified as of the Effective Date as follows:

(a) The Recapture Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Recapture Agreement to the “Company” are hereby amended and modified to reflect the following definition:

“Company” means collectively, FRA MEIR EQUITIES LLC, a New York limited liability company, FRAFT EQUITIES LLC, a New York limited liability company, FRA ISAAC EQUITIES LLC, a New York limited liability company, FRAET EQUITIES LLC, a New York limited liability company, FRA SHAOUL CAPITAL LLC, a New York limited liability company, FRA HSFT CAPITAL LLC, a New York limited liability company, FRA LSFT CAPITAL LLC, a New York limited liability company, and FRA DSFT CAPITAL LLC, a New York limited liability company, each a tenant in common, duly organized and validly existing under

the laws of the State of New York, and their respective successors and assigns.”

(b) Any notices required to be delivered to the Company pursuant to the terms of the Recapture Agreement shall be delivered as provided in Section 7.1 hereof.

(c) A new Section 15 shall be added to the Recapture Agreement as follows:

“Section 15. All obligations of the Company under this Recapture Agreement shall be joint and several obligations of FRA Meir Equities LLC, FRAFT Equities LLC, FRA Isaac Equities LLC, FRAET Equities LLC, FRA SHAOUL CAPITAL LLC, FRA HSFT TRUST CAPITAL LLC, FRA LSFT TRUST CAPITAL LLC, and FRA DSFT TRUST CAPITAL LLC.”

Section 6.4 Amendment and Modification of Environmental Compliance and Indemnification Agreement. The Assignee and the Agency agree that the Environmental Compliance and Indemnification Agreement is amended and modified as of the Effective Date as follows:

(a) The Environmental Compliance and Indemnification Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Environmental Compliance and Indemnification Agreement to the “Company” are hereby amended and modified to reflect the following definition:

“Company” means collectively, FRA MEIR EQUITIES LLC, a New York limited liability company, FRAFT EQUITIES LLC, a New York limited liability company, FRA ISAAC EQUITIES LLC, a New York limited liability company, FRAET EQUITIES LLC, a New York limited liability company, FRA SHAOUL CAPITAL LLC, a New York limited liability company, FRA HSFT CAPITAL LLC, a New York limited liability company, FRA LSFT CAPITAL LLC, a New York limited liability company, and FRA DSFT CAPITAL LLC, a New York limited liability company, each a tenant in common, duly organized and validly existing under the laws of the State of New York, and their respective successors and assigns.”

(b) Any notices required to be delivered to the Company pursuant to the terms of the Environmental Compliance and Indemnification Agreement shall be delivered as provided in Section 7.1 hereof.

(c) A new Section 14 shall be added to the Environmental Compliance and Indemnification Agreement as follows:

“Section 14. All obligations of the Company under this Environmental Compliance and Indemnification Agreement shall be joint and several obligations of FRA Meir Equities LLC, FRAFT Equities LLC, FRA Isaac Equities LLC, FRAET Equities LLC, FRA SHAOUL CAPITAL LLC, FRA HSFT CAPITAL LLC, FRA LSFT CAPITAL LLC, and FRA DSFT CAPITAL LLC.”

Article VII
MISCELLANEOUS

Section 7.1 Notices. All notices, certificates and other communications hereunder or under any other Assignee Document shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication), addressed as follows or to such other address as any party may specify in writing to the others:

To the Agency:

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, New York 11738
Attention: Chief Executive Officer

To the Assignor:

First Realty Associates LLC
870 Expressway Drive South
Medford, New York 11763
Attention: Freydoun Elnekaveh

With a copy to:

Jaspan Schlesinger LLP
300 Garden City Plaza
Garden City, New York 11530
Attention: Leslie Feifer, Esq.

To the Assignee:

FRA MEIR EQUITIES LLC
FRAFT EQUITIES LLC
FRA ISAAC EQUITIES LLC
FRAET EQUITIES LLC
FRA SHAOUL CAPITAL LLC
FRA HSFT CAPITAL LLC
FRA LSFT CAPITAL LLC

FRA DSFT CAPITAL LLC
870 Expressway Drive South
Medford, New York 11763
Attention: Member

With a copy to:

Jaspan Schlesinger LLP
300 Garden City Plaza
Garden City, New York 11530
Attention: Leslie Feifer, Esq.

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the Third Business Day after mailing with respect to certified mail and one Business Day after mailing with respect to overnight mail.

Section 7.2 Binding Effect. This Assignment, Assumption and Amendment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Assignment, Assumption and 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 7.4 Amendments, Changes and Modifications. This Assignment, Assumption and Amendment Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 7.5 Execution of Counterparts. This Assignment, Assumption and 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 7.6 Applicable Law. This Assignment, Assumption and Amendment Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 7.7 Section Headings Not Controlling. The headings of the several Sections in this Assignment, Assumption and 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 Assignment, Assumption and Amendment Agreement.

Section 7.8 Ratification of Documents. Except as otherwise amended and modified by this Assignment, Assumption and Amendment Agreement, the Original Lease Agreement, the Original PILOT Agreement, the Original Recapture Agreement, and the Original Environmental Compliance and Indemnification Agreement, described herein are hereby ratified and confirmed and remain in full force and effect.

Section 7.9 Waiver of Jury Trial. EACH OF THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT.

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

IN WITNESS WHEREOF, the Agency, the Assignor and the Assignee have caused this Assignment, Assumption and Amendment Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT
AGENCY**

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

STATE OF NEW YORK)
 : ss
COUNTY OF SUFFOLK)

On the 1st day of ~~November~~ December in the year 2022, before me, the undersigned, personally appeared **Lisa MG Mulligan**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Joelyn B. Linse
Notary Public

JOCELYN B. LINSE Notary Public - State of New York No. 01LI6351400 Qualified in Suffolk County My Comm. Expires Dec. 5, 2024

Assignment, Assumption and Amendment Agreement
Signature Page 1 of 7

FIRST REALTY ASSOCIATES LLC
a New York limited liability company

By: [Signature]
Name: Freydoun Elnkaveh
Title: Member

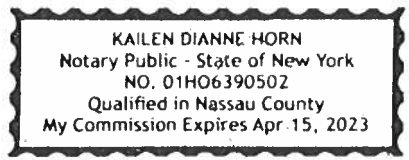
By: _____
Name: Philip Shaoul
Title: Member

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

On the 21st day of April in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Freydoun Elnkaveh** 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.

[Signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)



On the _____ day of April in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Philip Shaoul** 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

FRA MEIR EQUITIES LLC
a New York limited liability company

By: [Signature]
Name: Freydoun Elnekaveh
Title: Manager

FRAFT EQUITIES LLC
a New York limited liability company

By: [Signature]
Name: Doris Elnekaveh
Title: Manager

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

On the 21st day of April in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Freydoun Elnekaveh** 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

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


On the 21st day of April in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Doris Elnekaveh** 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

KAILEN DIANNE HORN
Notary Public - State of New York
NO. 01HO6390502
Qualified in Nassau County
My Commission Expires Apr 15, 2023


KAILEN DIANNE HORN
Notary Public - State of New York
NO. 01HO6390502
Qualified in Nassau County
My Commission Expires Apr 15, 2023

[Signature]
Notary Public

FRA LSFT CAPITAL LLC
a New York limited liability company

By: 
Name: Philip Shaoul
Title: Manager


FRA DSFT CAPITAL LLC
a New York limited liability company

By: 
Name: Philip Shaoul
Title: Manager

MARIA A. GUERRA
Notary Public, State of New York
No. 01GU6403185
Qualified in Queens County
Commission Expires Jan. 21, 2024

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


On the 22 day of November in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Philip Shaoul** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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


On the 22 day of November in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Philip Shaoul** 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

MARIA A. GUERRA
Notary Public, State of New York
No. 01GU6403185
Qualified in Queens County
Commission Expires Jan. 21, 2024


GLOBAL TISSUE GROUP, INC.

By: 
Name: Philip Shaoul
Title: President

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

On the 27 day of November in the year 2022, before me, the undersigned, personally appeared **Philip Shaoul**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

MARIA A. GUERRA
Notary Public, State of New York
No. 01GU8403185
Qualified in Queens County
Commission Expires Jan. 21, 2024



Notary Public