

THIS SECOND AMENDMENT TO LEASE AND PROJECT AGREEMENT, dated as of January 19, 2021 (this “**Second Amendment**”), is between the **TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the “**Agency**”), and 14 GLOVER, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office at 101 Hospital Road, Patchogue, New York 11772 (the “**Company**”).

RECITALS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Company previously applied to the Agency to enter into a transaction in which the Agency will assist in: (i) the acquisition of a parcel of land totaling approximately 14.06 acres located at 14 Glover Drive, Yaphank, Town of Brookhaven, Suffolk County, New York (the “**Land**”), (ii) the acquisition and renovation of an existing 5-story approximately 185,274 square foot building located thereon including, but not limited to, the construction and equipping of (a) an approximately 300 square foot addition to the existing building for a total building square footage of approximately 185,574 square feet, and (b) new HVAC systems, plumbing, electrical, lighting, windows, roofing, paving, landscaping (collectively, the “**Improvements**”); and (iii) the acquisition and installation of furniture, fixtures and equipment including, but not limited to, medical equipment and business office equipment and furniture (collectively, the “**Equipment**”; and, together with the Land and the Improvements, the “**Facility**”), all to be leased by the Agency to the Company for further sublease by the Company to Brookhaven Memorial Hospital Medical Center (the “**Hospital**”) and various other tenants yet to be determined, for out-patient clinical care, office space, assisted living/memory care and substance abuse services, or other medical related uses (the “**Project**”);

WHEREAS, the Company leased the Facility to the Agency pursuant to a Company Lease Agreement, dated as of January 1, 2017 (the “**Company Lease**”), between the Company and the Agency; and

WHEREAS, the Agency leased the Facility to the Company pursuant to a Lease and Project Agreement, dated as of January 1, 2017 (the “**Original Lease Agreement**”), between the Agency and the Company; and

WHEREAS, pursuant to a resolution duly adopted by the Agency on May 13, 2020, by letter agreement dated May 20, 2020 (the “**First Amendment**”; together with the Lease Agreement, the “**Lease Agreement**”), between the Agency and the Company, the Agency (i) extended the expiration of the Completion Date (as defined in the Lease Agreement) to December 31, 2021, (ii) deferred 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, and (iii) abated the second-half installment of 2019/20 PILOT Payments (as defined in the Lease Agreement);

WHEREAS, the Company and its counsel have advised the Agency that the Company has applied for an exemption from real property taxes and assessments under Sections 420-a of the New York Real Property Tax Law and that the granting of such exemption by the Assessor of the Town of Brookhaven is imminent; and

WHEREAS, the Company and its counsel have now requested the Agency’s assistance in abating the PILOT Payments on the Facility accruing on and after December 1, 2020;

WHEREAS, the Agency by resolution duly adopted on December 9, 2020 (the “**Authorizing Resolution**”), approved the abatement of the PILOT Payments accruing on and after December 1, 2020, on the terms, provisions and conditions hereinafter set forth, and the execution and delivery of this Second Amendment.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, each to the other paid, the receipt whereof and sufficiency of which are hereby acknowledged, and the promises and covenants hereinafter contained, , it is agreed as follows:

1. Amendment of Lease Agreement.

a. Section 5.1(c) of the Lease Agreement is hereby amended in its entirety as of the date hereof as follows:

“(c) Commencing with the 2017/18 Tax Year, the Company shall pay, as PILOT Payments, the amounts set forth on Exhibit C attached hereto and made a part hereof, provided, however, on and after December 1, 2020, the Company shall pay as PILOT Payments in lieu thereof, the amounts set forth on Exhibit C-1 attached hereto and made a part hereof, until the earlier of (i) the expiration or termination of the term of the Lease Agreement, or (ii) the failure of the entire Facility to be exempt from real property taxes and assessments under Section 420-a of the New York Real Property Tax Law (or any similar or successor law), and, upon the occurrence of either of such events, the amounts of set forth on Exhibit C shall apply thereafter.

b. Exhibit C attached to the Original Lease Agreement is hereby replaced with Exhibit C attached hereto as of the date hereof.

c. Exhibit C-1 attached hereto is hereby added to the Lease Agreement immediately following Exhibit C thereto as of the date hereof.

2. Lease Agreement Affirmed. Except as expressly amended by this Second Amendment, the provisions of the Lease Agreement shall remain unchanged, binding and in full force and effect. This Second Amendment shall be deemed incorporated in and made a part of the Lease Agreement has fully as if set forth therein.

3. Binding Effect. This Second Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns and/or successors in interest.

4. Execution of Counterparts. This Second Amendment 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.

5. Applicable Law. This Second Amendment shall be governed exclusively by the applicable laws of the State of New York without giving effect to conflicts of law principles.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

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

**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 19th day of January in the year 2021, 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

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

14 GLOVER LLC

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

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

On the 13 day of ~~December~~^{January} in the year 2021, before me, the undersigned, personally appeared Brenda J. Farrell, 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.


Notary Public

CAROL ANN OAKLEY
Notary Public, State of New York
No. 52-4621203
Qualified in Suffolk County
Commission Expires June 30, 2023

EXHIBIT C

PILOT Schedule

Tax Year	
Commencing	PILOT Amount
12/1/2017	\$180,000
12/1/2018	\$180,000
12/1/2019	\$ 94,950
12/1/2020	\$200,345
12/1/2021	\$211,363
12/1/2022	\$222,988
12/1/2023	\$235,253
12/1/2024	\$248,192
12/1/2025	\$261,842
12/1/2026	\$276,244
12/1/2027	\$291,437
12/1/2028	\$307,466
12/1/2029	\$324,377
12/1/2030	\$342,217
12/1/2031	\$361,039

Thereafter, 100% of all taxes and assessments, including special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be for special improvements or special district improvements, that the Company would pay without exemption as if the Facility was owned by the Company exclusive of the Agency's leasehold interest therein.

In addition, at all times, 100% of all special ad valorem levies, special assessments, special district taxes and service charges levied (or would be levied if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein) against the Facility for special improvements or special district improvements.

EXHIBIT C-1

PILOT Schedule

Tax Year Commencing	PILOT Amount
12/1/2017	\$180,000
12/1/2018	\$180,000
12/1/2019	\$ 94,950
12/1/2020	\$ 0
12/1/2021	\$ 0
12/1/2022	\$ 0
12/1/2023	\$ 0
12/1/2024	\$ 0
12/1/2025	\$ 0
12/1/2026	\$ 0
12/1/2027	\$ 0
12/1/2028	\$ 0
12/1/2029	\$ 0
12/1/2030	\$ 0
12/1/2031	\$ 0

Thereafter, 100% of all taxes and assessments, including special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be for special improvements or special district improvements, that the Company would pay without exemption as if the Facility was owned by the Company exclusive of the Agency's leasehold interest therein.

In addition, at all times, 100% of all special ad valorem levies, special assessments, special district taxes and service charges levied (or would be levied if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein) against the Facility for special improvements or special district improvements.