

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

and

COAST 2 COAST REAL ESTATE LLC

and

HYDRO METAL HOLDINGS, LLC

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

Dated February 17, 2023

Town of Brookhaven Industrial Development Agency
(Assignment of Coast 2 Coast Real Estate LLC 2021 Facility)

Property Address: 20 Pinehurst Drive, Bellport, New York 11713

Tax ID No.: District 0200, Section 813.00, Block 01.00, Lot 008.029

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ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT, dated February 17, 2023 (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**”), COAST 2 COAST REAL ESTATE LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 3505 Veterans Memorial Highway, Suite E, Ronkonkoma, New York 11779 (the “**Assignor**” and, before the Effective Date (as defined herein), the “**Original Company**”), and HYDRO METAL HOLDINGS, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 17 Peconic Avenue, Medford, New York 11763 (the “**Assignee**” and, after the Effective Date (as defined herein), the “**Company**”).

R E C I T A L

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 Original Facility defined below;

WHEREAS, the Agency has previously provided its assistance to the Original Company in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Original Equipment**”; and together with the Land and the Improvements, the “**Original Facility**”), all to be subleased and leased by the Agency to the Original Company, and subleased by the

Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Original Project**”); and

WHEREAS, the Agency previously acquired a leasehold interest in the Land and Improvements pursuant to a certain Company Lease Agreement dated as of September 1, 2021 (the “**Original Company Lease**”), by and between the Original Company and the Agency, and a memorandum of such Original Company Lease was recorded in the Suffolk County Clerk’s office on November 24, 2021 in Liber of Deeds 13131, Page 147; and

WHEREAS, the Agency previously acquired title to the Original Equipment pursuant to a certain Bill of Sale, dated September 30, 2021 (the “**Original Bill of Sale**”), from the Original Company to the Agency; and

WHEREAS, the Agency agreed to lease the Original Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of September 1, 2021 (the “**Original Lease Agreement**”; and, together with the Original Company Lease and the Original Bill of Sale, the “**Assignor Documents**”), between the Agency and the Original Company, and a memorandum of such Original Lease Agreement was recorded in the Suffolk County Clerk’s office on December 3, 2021 in Liber of Deeds 13132, Page 578; and

WHEREAS, the Assignee and Boilermatic Welding Industries, Inc., a New York business corporation (the “**Sublessee**”), have requested the Agency’s consent to the (i) assignment by the Assignor of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Original Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Assignor under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Original Facility, and (ii) the release of the Assignor from any further liability with respect to the Original Facility, subject to certain requirements of the Agency, all pursuant to the terms of, among other things, this Assignment, Assumption and Amendment Agreement; and

WHEREAS, pursuant to Section 9.3 of the Original Lease Agreement, the Original Facility 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 Original Facility and the Agency will thereafter lease the Original Facility to the Assignee; and

WHEREAS, the Original Company Lease shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Company Lease, dated February 17, 2023 (the “**Assignment of Company Lease**”, and together with the Original Company Lease and this Assignment, Assumption, and

Amendment Agreement, the “**Company Lease**”), by and between the Assignor and the Assignee, and consented to by the Agency, to be recorded in the Suffolk County Clerk’s Office; 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 February 17, 2023 (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, to be recorded in the Suffolk County Clerk’s Office. The Company Lease, the Lease Agreement, and this Assignment, Assumption, and Amendment Agreement, are collectively, the “**Assignee Documents**”; and

WHEREAS, in connection with the transactions contemplated herein, the Agency has further agreed to amend and restate the Lease Agreement pursuant to a certain Amended and Restated Lease and Project Agreement, dated as of February 1, 2023 (the “**Amended and Restated Lease Agreement**”), by and between the Agency and the Company, which will be evidenced by a memorandum thereof; and

WHEREAS, the Agency will amend the description of the Original Project, to among other things, clarify the description of equipment as related to the Company and the Sublessee, and to be hereinafter known as the Project (as defined below); and

WHEREAS, as a result of the transactions contemplated herein and related documents entered in connection therewith, the Project will include: the acquisition of the Land, the renovation of the Improvements, and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to the Sublessee and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as office and corporate headquarter space, with related on-site storage for operations (the “**Project**”); and

WHEREAS, the Agency shall acquire the Facility Equipment from the Company pursuant to a certain Bill of Sale, dated February 17, 2023 (the “**Bill of Sale**”) from the Company to the Agency; and

WHEREAS, the Agency shall acquire the Equipment from the Sublessee pursuant to a certain Bill of Sale, dated February 17, 2023 (the “**Equipment Bill of Sale**”), from the Sublessee to the Agency; and

WHEREAS, the Agency shall lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of February 1, 2023 (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Sublessee and the Agency shall enter into a certain Agency Compliance Agreement, dated as of February 1, 2023 (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; 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 Original Facility created pursuant to the Company Lease and the Lease Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor including, but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Company Lease and the Lease 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 Original 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 to the Lease Agreement as Schedule A. In the event a capitalized term is defined in the body of this Assignment, Assumption and Amendment Agreement, the meaning assigned to such capitalized term in the body of this Assignment, Assumption and Amendment Agreement shall govern and control.

All references in the Company Lease or the Lease Agreement to “this Company Lease Agreement” or “the Company Agreement” or “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 Assignee 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 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 (i) any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, the Assignee's Articles of Organization or Operating Agreement, as amended, or (ii) 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, Articles of Organization or Operating Agreement, as amended, modified, or restated.

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

(d) The Original 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 Original 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 transaction contemplated in this Assignment, Assumption and Amendment Agreement does 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 February 17, 2023.

(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 Original 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 Company Lease, and a Memorandum of the Assignment of Lease Agreement will each 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 Company Lease and 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.

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 Original 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 Company Lease or 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 Company Lease and the Original Lease 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 Original 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 COMPANY LEASE AND LEASE AGREEMENT

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

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

“Company” means Hydro Metal Holdings, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, and its successors and assigns.

(b) The fourth recital on page one of the Company Lease is hereby amended and restated in its entirety to reflect the following:

“WHEREAS, the Agency has previously provided its assistance to Coast 2 Coast Real Estate LLC, a New York limited liability company (the “**Original Company**”) in the acquisition of an approximately 1.75 acre parcel of land located at 20 Pinehurst Drive, Bellport, New York (the “**Land**”), the renovation of an existing approximately 19,172 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Original Equipment**”; and together with the Land and the Improvements, the “**Original Facility**”), all to be subleased and leased by the Agency to the Original Company, and subleased by the Original Company to multiple tenants, including, but not limited to, Coast 2 Coast Plumbing and HVAC LLC (d/b/a 1-800 Plumber + Air), Coast 2 Coast Restoration LLC (d/b/a Restoration 1), Target Media Group Corp., and Bold Systems, LLC (collectively, the “**Tenants**”), to be used by the Tenants respectively, as office, storage and distribution space (the “**Original Project**”); and”

(c) The sixth and seventh recitals on page one of the Company Lease are hereby amended and restated in their entirety to reflect the following:

“WHEREAS, the Company has agreed to transfer to the Agency title to the Facility Equipment pursuant to a Bill of Sale, dated February 17, 2023 (the “**Bill of Sale**”); and

WHEREAS, the Agency has agreed to sublease and lease the Facility to the Company pursuant to the terms of a certain Lease and Project Agreement, dated as of September 1, 2021, as assigned and assumed pursuant to a certain Assignment and Assumption of Lease Agreement, dated February 17, 2023, as amended and restated pursuant to a certain Amended and Restated Lease and Project Agreement, dated as of February 1, 2023 (collectively, the “**Lease Agreement**”), by and between the Agency and the Company; and”

(d) The Company Lease is hereby amended to add the following recitals after the fourth recital on page one of the Company Lease:

“WHEREAS, in connection with the transactions contemplated in the hereinafter defined Lease Agreement and a certain Assignment Assumption and Amendment Agreement, dated February 17, 2023, by and among the Agency, the Original Company and the Company, the Agency and the Company wish to clarify the description of the Project and the Sublessee’s use of the Facility (each as defined below); and

WHEREAS, the Agency has agreed to assist in the acquisition of the Land, the renovation of the Improvements, and the acquisition and installation therein of certain

equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to Boilermatic Welding Industries, Inc., a New York business corporation (the “**Sublessee**”) and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as office and corporate headquarter space, with related on-site storage for operations (the “**Project**”); and”

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

Section 6.2 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 Original 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 Hydro Metal Holdings, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, and its 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.

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 Assignee:

Hydro Metal Holdings, LLC
17 Peconic Avenue
Medford, New York 11763
Attention: Shasho Pole, President

With copy to:

Forchelli Deegan Terrana, LLP
333 Earle Ovington Blvd., Suite 1010
Uniondale, New York 11553
Attention: Daniel Dornfeld, Esq.

To the Assignor:

Coast 2 Coast Real Estate LLC
3505 Veterans Memorial Highway, Suite E
Ronkonkoma, New York 11779
Attention: Robert A. Lee, Jr., Managing Member

With a copy to:

Chertock Law
2043 Ripley Lane
Merrick, New York 11566
Attention: Richard J. Chertock, 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, described herein is 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)

COAST 2 COAST REAL ESTATE LLC

By: _____

Name: Robert A. Lee, Jr.

Title: Managing member

STATE OF NEW YORK)

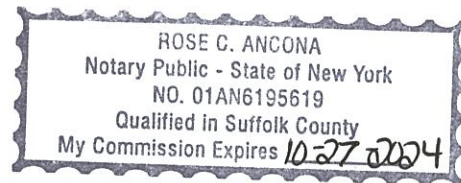
STATE OF SUFFOLK)

County

) ss.

On the 14th day of February in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Robert A. Lee, Jr.** 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.

Rose C. Ancona
Notary Public




HYDRO METAL HOLDINGS, LLC

By: 
Name: Shasho Pole
Title: President

STATE OF NEW YORK)
County) ss.
STATE OF Suffolk)

On the 14 day of February in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Shasho Pole** 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 **SARA MARIE WILSON**
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WI6368147
Qualified in Suffolk County
My Commission Expires 02-17-2026

Assignment, Assumption and Amendment Agreement
Signature Page 3 of 3