

THIS AMENDMENT TO COMPANY LEASE AGREEMENT, dated as of November 26, 2021 (this "**Amendment**"), is between the **LONG ISLAND AVENUE HOLDING, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having its principal office at 520 Old Country Road West, Hicksville, New York 11802-1818 (the "**Company**"), and 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**").

## 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 Agency previously provided it assistance to Company, in connection with the acquisition of an approximately 2.05 acre parcel of land located at Long Island Avenue, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-703.00-01.00-050.001) (the "**Land**"), the construction of an approximately 15,000 square foot building to be located thereon (the "**Improvements**"), and the acquisition and installation therein of certain equipment (the "**Equipment**"; together with the Land and Improvements, the "**Facility**"), to be initially leased by the Agency to the Company and further subleased by the Company to future multiple tenants not yet determined (the "**Tenants**") for use as warehouse and ancillary office space (the "**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 December 1, 2019 (the "**Company Lease**"), by and between the Company and the Agency, and a memorandum of which was recorded on March 25, 2020, in the office of the Suffolk County Clerk in Liber 13053, page 208; and

WHEREAS, the Agency currently subleases the Land and Improvements and leases the Equipment to the Company pursuant to a certain Lease and Project Agreement, dated as of December 1, 2019 (the "**Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee, and a memorandum of which was recorded on March 25, 2020, in the office of the Suffolk County Clerk in Liber 13053, page 209; and

WHEREAS, the Company submitted a request to the Agency (1) for the extension of the terms of the Company Lease and the Lease Agreement, (2) for extensions of the date by which the Completion Date (as defined in the Lease Agreement) shall occur, (3) to defer the real estate tax abatement under the Lease Agreement such

that the abatement shall commence with the 2024/25 Tax Year, and end at the conclusion of the 2033/34 Tax Year, (4) to defer the dates applicable to the percentages of the amounts to be recaptured of the public benefits conferred by the Agency upon the occurrence of Recapture Events (as defined in the Lease Agreement), and (5) to defer the date by which there shall be created and thereafter maintained full time equivalent employees whose place of employment or workplace is at the Facility (collectively, the “**Requested Relief**”); and

WHEREAS, the Agency by resolution duly adopted on November 17, 2021 (the “**Authorizing Resolution**”), approved the Requested Relief, and the execution and delivery of this 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 Company. The Lease Term is hereby extended to and including 11:59 p.m. on November 30, 2034.

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

3. Definitions. The words and phrases herein shall have the meanings ascribed thereto in the Company Lease unless the context or use indicates another or different meaning or intent.

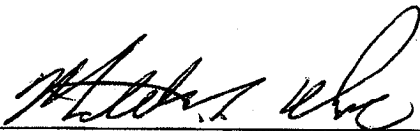
4. Binding Effect. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns and/or successors in interest.

5. Execution of Counterparts. This 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.

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

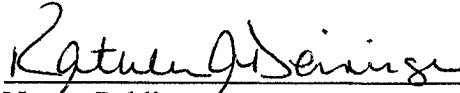
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IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Amendment to Company Lease to be executed in their respective names as of the \_\_\_ day of November, 2021.

By:   
Name: Matthew Howe  
Title: Assistant Manager

STATE OF NEW YORK    )  
                                  : SS.:  
COUNTY OF SUFFOLK    )

On the \_\_\_ day of November in the year 2021, before me, the undersigned, personally appeared MATTHEW HOWE, 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 or entity on behalf of which the individual acted, executed the instrument.

  
Notary Public

KATHLEEN A. DEINGER  
Notary Public, State of New York  
No. 01DE6171749  
Qualified in Suffolk County  
Commission Expires July 30, 20~~21~~<sup>23</sup>

