

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

and

444 MERRICK ROAD LLC

SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Town of Hempstead Industrial Development Agency
(Assignment of HP Lynbrook, LLC 2014 Facility)

Dated as of April 1, 2012
Amended and Restated as of October 16, 2014
Amended and Restated as of December 14, 2018

Village of Lynbrook, Town of Hempstead, Lynbrook School District, Nassau County

Section: 37

Block: 506

Lots: 232-235 and 500

SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of October 16, 2014 (this “**Second Amended and Restated PILOT Agreement**”), is by and between 444 MERRICK ROAD LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its offices at 4500 Dorr Street, Toledo, Ohio 43615 (the “**Company**”) and TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2nd Floor, Hempstead, New York 11550 (the “**Agency**”).

W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 529 of the Laws of 1971 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the “**Act**”); and

WHEREAS, the Agency has previously provided assistance to PC 444 L.L.C., a limited liability company, organized and existing under the laws of the State of New York, JR 444 L.L.C., a limited liability company, organized and existing under the laws of the State of New York, LS 444 L.L.C., a limited liability company, organized and existing under the laws of the State of New York and 444 Merrick Realty LLC, a limited liability company, organized and existing under the laws of the State of New York (each, a Tenant-in-Common “**TIC**” and collectively, the “**Original Company**”) in which the Agency assisted in the acquisition of an approximately 2.9 acre parcel of land located at 444 Merrick Road, Village of Lynbrook, Town of Hempstead, Nassau County, New York (the “**Land**”), the renovation and equipping of an existing 5-story building totaling approximately 105,000 square feet located thereon including, but not limited to, flooring, painting, upgrades to electrical, plumbing, lighting, exterior sidewalk, landscaping, parking lot repair and lighting upgrades (collectively, the “**Improvements**”; and, together with the Land, the “**Facility**”), which Facility was leased by the Agency to the Original Company, and subleased by the Original Company to various tenants including, but not limited to, medical office services and surgery center servicing, for use as a multi-tenant office building; and

WHEREAS, the Agency holds fee title to the Facility pursuant to that certain Bargain and Sale Deed, dated April 27, 2012 (the “**Deed**”), from the Original Company to the Agency, and that certain Bill of Sale, dated April 27, 2012 (the “**Bill of Sale**”), from the Original Company to the Agency; and

WHEREAS, pursuant to a certain Lease Agreement, dated as of April 1, 2012 (the “**Original Lease Agreement**”), by and between the Agency and the Original Company, the Agency previously leased the Facility to the Original Company; and

WHEREAS, in connection with the leasing and subleasing of the Facility, the Agency and the Original Company entered into a Payment-in-Lieu-of-Tax Agreement, dated as of April 1, 2012 (the “**Original PILOT Agreement**”), by and between the Agency and the Original Company; and

WHEREAS, the Original Company entered into a Recapture Agreement, dated as of April 1, 2012 (the “**Original Recapture Agreement**”), by and between the Agency and the Original Company in order to reflect the repayment obligations of the Original Company upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, as an inducement for the Agency to enter into and perform the transactions contemplated by the Original Lease Agreement, the Agency required the Original Company to enter into an Environmental Compliance and Indemnification Agreement, dated as of April 1, 2012 (the “**Original Environmental Compliance and Indemnification Agreement**”), by and between the Original Company and the Agency, whereby, among other things, the Original Company agreed to comply with all Environmental Laws (as defined therein) applicable to the Facility; and

WHEREAS, the Agency previously consented to the assignment by the Original Company of all of its rights, title, interest and obligations under the Original Lease Agreement and certain other agreements in connection with the Facility to HP Lynbrook, LLC, a Wisconsin limited liability company (“**HP Lynbrook**”), and the assumption by HP Lynbrook of all such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any further liability with respect to the Facility under the Original Lease Agreement subject to certain requirements of the Agency; and

WHEREAS, the Agency consented to such assignment and assumption pursuant to a certain Assignment and Assumption Agreement, dated as of October 1, 2014 (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company and HP Lynbrook, whereby HP Lynbrook assumed all of the right, title, interest, liability, duty and obligations of the Original Company with respect to the Facility under the Original Lease Agreement, Original PILOT Agreement, Original Recapture Agreement and Original Environmental Compliance and Indemnification Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Original Company thereunder; and

WHEREAS, in connection with such assignment and assumption, the Agency and HP Lynbrook entered into a certain Amended and Restated PILOT Agreement, dated as of October 1, 2014 (the “**Amended and Restated PILOT Agreement**”); and together with the Original PILOT Agreement and the Assignment and Assumption Agreement, the “**HP Lynbrook PILOT Agreement**”), by and between the Agency and HP Lynbrook; and

WHEREAS, the Original Lease Agreement was assigned and amended pursuant to the Assignment and Assumption Agreement and a certain Amendment of Memorandum of Lease, dated October 16, 2014 (the “**Amended Memo of Lease Agreement**”); and together with the Original Lease Agreement, and the Assignment and Assumption Agreement, the “**HP Lynbrook Lease Agreement**”), by and between the Agency and HP Lynbrook, was recorded in the Nassau County Clerk’s office; and

WHEREAS, the Original Recapture Agreement was assigned and amended pursuant to the Assignment and Assumption Agreement (the Original Recapture Agreement, together

with the Assignment and Assumption Agreement is the “**HP Lynbrook Recapture Agreement**”); and

WHEREAS, the Original Environmental Compliance and Indemnification Agreement was assigned and amended pursuant to the Assignment and Assumption Agreement (the Original Environmental Compliance and Indemnification Agreement, together with the Assignment and Assumption Agreement is the “**HP Lynbrook Environmental Compliance and Indemnification Agreement**”); and

WHEREAS, the Company has now requested the Agency’s consent to the assignment by HP Lynbrook of all of its rights, title, interest and obligations under the HP Lynbrook Lease Agreement, the HP Lynbrook PILOT Agreement, the HP Lynbrook Recapture Agreement, the HP Lynbrook Environmental Compliance and Indemnification Agreement, and certain other agreements in connection with the Facility to the Company, and the assumption by the Company of all such rights, title, interest and obligations of HP Lynbrook, and the release of HP Lynbrook from any further liability with respect to the Facility subject to certain requirements of the Agency, pursuant to a certain Second Assignment, Assumption and Amendment Agreement, dated December 14, 2018 (the “**Second Assignment and Assumption Agreement**”); and

WHEREAS, the HP Lynbrook Lease Agreement will be assigned and amended pursuant to the Second Assignment and Assumption Agreement (the HP Lynbrook Lease Agreement, together with the Second Assignment and Assumption Agreement, is the “**Lease Agreement**”); and

WHEREAS, the HP Lynbrook Recapture Agreement will be assigned and amended pursuant to the Second Assignment and Assumption Agreement (the HP Lynbrook Recapture Agreement, together with the Second Assignment and Assumption Agreement, is the “**Recapture Agreement**”); and

WHEREAS, the HP Lynbrook Environmental Compliance and Indemnification Agreement will be assigned and amended pursuant to the Second Assignment and Assumption Agreement (the HP Lynbrook Environmental Compliance and Indemnification Agreement, together with the Second Assignment and Assumption Agreement, is the “**Environmental Compliance and Indemnification Agreement**”); and

WHEREAS, the Company has requested that the Agency provide continued abatements of real property taxes to the Company pursuant to this Second Amended and Restated PILOT Agreement (this Second Amended and Restated PILOT Agreement, together with the HP Lynbrook PILOT Agreement and the Second Assignment and Assumption Agreement, is the “**PILOT Agreement**”); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned by it, other than special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Village of Lynbrook, Town of Hempstead, New York (including any existing incorporated village or any village which may be incorporated after the date

hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments in lieu of taxes and such assessments by the Company to the Village of Lynbrook, Town of Hempstead, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, Lynbrook School District, Nassau County and appropriate special districts (hereinafter the “**Taxing Authorities**”) in which any part of the Facility is or is to be located.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) As long as the Lease Agreement is in effect, the Company agrees to make payments in lieu of all real estate taxes and assessments (the “**PILOT Payments**”) (in addition to paying all special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Village of Lynbrook, Town of Hempstead, Lynbrook School District, Nassau County (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) (the “**Taxing Authorities**”) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to the Facility if the Facility were owned by the Company and not by the Agency (the “**Taxes on the Facility**”). The amounts of such payments and method for calculation are set forth herein.

(b) Reserved.

(c) Commencing after the effective date of this Second Amended and Restated PILOT Agreement, the Company shall pay, as PILOT Payments, the amounts set forth on Exhibit A attached hereto and made a part hereof, less any amounts payable by the Company in connection with any special ad valorem levies, special assessments, or Special District Taxes and service charges levied against the Facility.

(d) The Company shall pay, or cause to be paid, the amounts set forth in paragraphs 1(a) and (c) above, as applicable, after receipt of tax bills from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax bill shall not relieve the Company of its obligation to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate tax bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Taxing Authorities and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided therein. PILOT Payments shall be made directly to the Taxing Authorities. PILOT Payments made after the due date(s) as set forth in the applicable tax bills shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law (“**GML**”), including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month

on payments more than one (1) month delinquent. Anything contained in this paragraph (d) to the contrary notwithstanding, the Company shall have the obligation to make all annual payments required by this paragraph (other than payments of penalties, if any) in the following installments: (i) with respect to the school taxes, two equal semi-annual installments on or prior to November 10 and May 10 of each year of the Lease Term or on such other due dates as may be established from time to time during the Lease Term, (ii) with respect to the general taxes, two equal semi-annual installments on or prior to February 10 and August 10 of each year of the Lease Term or on such other due dates as may be established from time to time during the Lease Term and (iii) with respect to the village taxes, two equal semi-annual installments on or prior to June 1 and December 1 of each year of the Lease Term or on such other due dates as may be established from time to time during the Lease Term.

(e) During the term of this Second Amended and Restated PILOT Agreement, the Company shall continue to pay all special ad valorem levies, special assessments, and service charges levied against the Facility for special improvements or special district improvements.

(f) In the event that any structural addition that increases the footprint or height of the Facility or increases the assessed value of the Facility shall be made to the building or buildings included in the Facility subsequent to the “**Completion Date**” (as such term is defined in the Lease Agreement, as amended by the Second Assignment and Assumption Agreement), or any additional building or improvement shall be renovated and/or installed on the real property described on Exhibit B hereto (such structural additions, buildings and improvements being referred to hereinafter as “**Additional Facilities**”), the Company agrees to make additional payments in lieu of taxes to the Taxing Authorities in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities if the Additional Facilities were owned by the Company and not the Agency times the assessment or assessments established for that tax year by the respective Taxing Authorities having appropriate assessing jurisdiction. All other provisions of this Second Amended and Restated PILOT Agreement shall apply to this obligation for additional payments.

2. In the event that title to the Facility or any part thereof is transferred from the Agency to the Company at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Taxing Authorities, or appropriate special districts, as the case may be, by such taxable status date, the Company hereby agrees to pay, at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time the Company took title until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid pursuant to this Second Amended and Restated PILOT Agreement by the Agency or the Company to the respective Taxing Authorities relating to any period of time after the date of transfer of title to the Company. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement, as amended by the Second Assignment and Assumption

Agreement. Any rights the Company may have against its designees are separate and apart from the terms of this paragraph 2, and this paragraph 2 shall survive any transfer from the Agency to the Company.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act or other legislative change or by a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

4. In the event the Company shall enter into a subsequent payment-in-lieu-of-tax agreement or agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company hereunder, which are inconsistent with such future agreement or agreements, shall be superseded and shall, to such extent, be null and void.

5. As long as this Second Amended and Restated PILOT Agreement is in effect, the Agency and the Company agree that (i) the Company shall be deemed to be the owner of the Facility and of the Additional Facilities for purposes of instituting, and shall have the right to institute judicial review of an assessment of the real estate with respect to the Facility and of the Additional Facilities pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time, and (ii) the Agency, at the request of the Company, shall request the Assessor of Nassau County, or any other assessor having jurisdiction to assess the Facility, to take into consideration the value of surrounding properties of like character when assessing the Facility. Notwithstanding the foregoing, in the event that the assessment of the real estate with respect to the Facility and the Additional Facilities is reduced as a result of any such judicial review so that such complaining party would be entitled to receive a refund or refunds of taxes paid to the respective Taxing Authorities, if such complaining party were the owner of the Facility and the Additional Facilities, such complaining party shall not be entitled to receive a refund or refunds of the PILOT Payments paid pursuant to this Second Amended and Restated PILOT Agreement and the PILOT Payments set forth on Exhibit A hereto shall not be reduced. In no event shall the Agency be required to remit to the Company or any Taxing Authority any moneys otherwise due as a result of a reduction in the assessment of the Facility (or any part thereof) due to a certiorari review. If the Company receives a reduction in assessment in the last year of the Lease Agreement, as amended by the Second Assignment and Assumption Agreement, after it has made its final payments in lieu of taxes, the Company acknowledges that it shall look solely to the Taxing Authorities for repayment or for a credit against the first payment(s) of Taxes on the Facility which will be due after the Facility is returned to the tax rolls. The Company hereby agrees that it will notify the Agency if the Company shall have requested a reassessment of the Facility or a reduction in the taxes on the Facility or shall have instituted any tax certiorari proceedings with respect to the Facility. The Company shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company in connection with any reassessment of the Facility, reduction of taxes with respect to the Facility or tax certiorari proceedings with respect to the Facility.

6. The Company, in recognition of the benefits provided under the terms of this Second Amended and Restated PILOT Agreement, including, but not limited to, the PILOT Payments set forth in Exhibit A hereto, and for as long as the Lease Agreement, as amended by the Second Assignment and Assumption Agreement, is in effect, expressly waives any rights it may have for any exemption under Section 485-b of the Real Property Tax Law or any other exemption under any other law or regulation (except, however, for the exemption provided by Title 1 of Article 18-A of the GML) with respect to the Facility. The Company, however, reserves any such rights with respect to all special ad valorem levies, special assessments, or Special District Taxes and service charges levied against the Facility as referred to in paragraph 1(e) and the Additional Facilities as referred to in paragraph 1(f) and with respect to the assessment and/or exemption of the Additional Facilities.

7. The Company recognizes and agrees that if at any time a Recapture Event in accordance with the provisions of the Recapture Agreement shall occur, the Company shall pay to the Agency an amount equal to 100% of the Recaptured Benefits, as defined in the Recapture Agreement, due and owing under the Recapture Agreement. The Agency shall notify the Company in writing of the occurrence and continuation of a Recapture Event under the Recapture Agreement and all amounts that are due and owing under the Recapture Agreement. The Company shall remit such additional sums due to the Agency upon demand thereof.

8. Except as otherwise provided herein, any notice required to be given under this Second Amended and Restated PILOT Agreement shall be deemed to have been duly given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

The Agency:

Town of Hempstead Industrial Development Agency
350 Front Street, 2nd Floor
Hempstead, New York 11550-4037
Attention: Chief Executive Officer

With a copy to:

Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, New York 11001
Attention: John E. Ryan, Esq.

The Company:

444 Merrick Road LLC
4500 Dorr Street
Toledo, Ohio 43615
Attention: Cheryl O'Connor

With a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Elizabeth McCloy, 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.

9. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this Second Amended and Restated PILOT Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's obligations hereunder. No waiver, amendment, release or modification of this Second Amended and Restated PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than or different manner from the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this Second Amended and Restated PILOT Agreement or otherwise provided at law or in equity.

10. This Second Amended and Restated PILOT Agreement shall become effective December 14, 2018. All taxes, assessments, special assessments, service charges, special ad valorem levies or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company when due. Upon termination of the Lease Agreement, as amended by the Second Assignment and Assumption Agreement, and reconveyance of title to the Facility to the Company, this Second Amended and Restated PILOT Agreement shall terminate.

11. Whenever the Company fails to comply with any provision of this Second Amended and Restated PILOT Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Second Amended and Restated PILOT Agreement. The Agency agrees to notify the Company in writing of any failure by the Company to comply with any provision of this Second Amended and Restated PILOT Agreement within thirty (30) business days after the Agency becomes aware of such failure and shall provide the Company with the opportunity to cure such failure within thirty (30) days after receipt by the Company of such notice.

12. This Second Amended and Restated PILOT Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

13. The Company agrees to hold the Agency harmless from and against any liability arising from any default by the Company in performing its obligations hereunder or any expense incurred under this Second Amended and Restated PILOT Agreement, including any expenses of the Agency, including without limitation reasonable attorneys' fees.

14. This Second Amended and Restated PILOT Agreement may be modified only by written instrument duly executed by the parties hereto.

15. This Second Amended and Restated PILOT Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.

16. If any provision of this Second Amended and Restated PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Second Amended and Restated PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

17. The Agency and the Company acknowledge and agree that the economic benefits granted hereunder by the Agency to the Company have been granted to induce and enable the Company to acquire, renovate and equip the Facility in the Town of Hempstead, Nassau County, New York to provide services that, but for the Facility, would not otherwise be readily available to the residents of the Town of Hempstead, Nassau County, New York.

18. The failure or breach by the Company to pay amounts due and owing under this Second Amended and Restated PILOT Agreement for a period of fifteen (15) days following written notice or to promptly and fully perform any of its obligations hereunder for a period of thirty (30) days after notice (unless such failure is of a nature that is cannot be cured within such time period, provided the Company is using diligent efforts to remedy same) shall constitute an Event of Default under this Second Amended and Restated PILOT Agreement, whereupon the Agency may terminate this Second Amended and Restated PILOT Agreement by written notice to the Company. Upon the occurrence and continuation of any Event of Default hereunder, this Second Amended and Restated PILOT Agreement shall terminate and the Agency shall reconvey the Facility to the Company pursuant to Section 10.2(a)(iv) of the Lease Agreement, as amended by the Second Assignment and Assumption Agreement, and subject to the provisions of the Recapture Agreement.

19. The Company and the Agency hereby agree that the obligations and liabilities of the Company hereunder are the absolute and unconditional obligations and liabilities of the Company and not the obligations and liabilities of any officer, director, shareholder or employee of the Company, and that no officer, director, shareholder or employee of the Company shall have any obligation or liability hereunder, except arising in connection with the gross negligence, recklessness, willful, misconduct or criminal activity of such officer, director or employee of the Company.

20. This Second Amended and Restated PILOT Agreement shall cover the real property located on Exhibit B attached hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended and Restated PILOT Agreement as of the date first written above.

444 MERRICK ROAD LLC,
a Delaware limited liability company

By: 

Name: Mary Ellen Pisanelli
Title: Authorized Signatory

**TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT
AGENCY**

By: _____

Name: Frederick E. Parola
Title: Chief Executive Officer

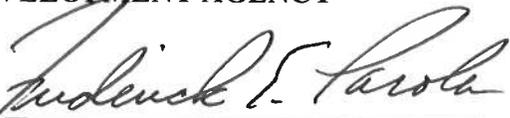
Signature Page to Second Amended and Restated PILOT Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended and Restated PILOT Agreement as of the date first written above.

444 MERRICK ROAD LLC

By: _____
Name:
Title:

**TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Frederick E. Parola
Title: Chief Executive Officer

Signature Page to Amended and Restated PILOT Agreement

EXHIBIT A

Schedule of In-Lieu-of-Taxes Payment **less any amounts payable by the Company in connection with any special ad valorem levies, special assessments or Special District Taxes and service charges levied against the Facility** to Town of Hempstead, the Village of Lynbrook and the Lynbrook School District and Appropriate Special Districts:

General Tax Year/Village Tax Year/School Tax Year	Total PILOT Payments
2019 General/2018/2019 Village/2018/2019 School	678,500.00
2020 General/2019/2020 Village/2019/2020 School	697,000.00
2021 General/2020/2021 Village/2020/2021 School	716,100.00
2022 General/2021/2022 Village/2021/2022 School	739,370.00
2023 General/2022/2023 Village/2022/2023 School	765,250.00

NOTE: This Second Amended and Restated PILOT Agreement shall expire on December 31, 2023. All payments for the 2022-2023 School Tax Year and the 2023 General Tax Year must be paid in full prior to the expiration of this Second Amended and Restated PILOT Agreement. The above calculation is for the total tax on the Land, existing Improvements and any proposed renovations to the Improvements. Full taxes will go into effect in 2024.

EXHIBIT B

Legal Description of Real Property

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Lynbrook, Town of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the westerly side of Peninsula Blvd. (So. Nieman Ave.) at the extreme southerly end of a curve which forms the intersection of the southerly side of Merrick Road with the said westerly side of Peninsula Blvd. (So. Nieman Ave.);

RUNNING THENCE along the said westerly side of Peninsula Blvd. (So. Nieman Ave.) the following three (3) courses and distances:

- (1) South 33 degrees 40 minutes 45 seconds west, a distance of 57.59 feet;
- (2) South 33 degrees 57 minutes 50 seconds west, a distance of 147.02 feet;
- (3) South 22 degrees 47 minutes 33 seconds west, a distance of 97.63 feet;

THENCE South 89 degrees 59 minutes 30 seconds west, a distance of 534.61 feet to a point on the easterly side of John Street;

THENCE along the said easterly side of John Street, north 0 degrees 00 minutes 30 seconds east, a distance of 90.00 feet;

THENCE north 89 degrees 59 minutes 30 seconds east, a distance of 270.85 feet;

THENCE north 31 degrees 24 minutes 00 seconds east, a distance of 376.30 feet to a point on the southerly side of Merrick Road;

THENCE south 58 degrees 48 minutes 00 seconds east, along the said southerly side of Merrick Road, 251.23 feet to the extreme westerly end of the curve first above described which forms the intersection of the said southerly side of Merrick Road with the westerly side of Peninsula Blvd. (So. Nieman Ave.);

THENCE along said curve to the right which has a radius of 15.00 feet, a length of 24.21 feet to the point on the westerly side of Peninsula Blvd. (So. Nieman Ave.) which is the point or place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 444 Merrick Road, Lynbrook, NY.



**NIXON
PEABODY**

NIXON PEABODY LLP
ATTORNEYS AT LAW

NIXONPEABODY.COM
@NIXONPEABODYLLP

James L. Smith
Paralegal
T 585-263-1146
jlsmith@nixonpeabody.com

Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604

December 19, 2018

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James Davis, Acting Assessor
Nassau County Department of Assessment
240 Old Country Road
Mineola, New York 11501-8402

RE: Town of Hempstead Industrial Development Agency
Assignment and Assumption of (HP Lynbrook, LLC 2014 Facility)

Dear Mr. Davis:

Enclosed please find a completed Form RP-412-a Application for Real Property Tax Exemption, together with a copy of the Second Amended and Restated Payment-in-Lieu-of-Tax Agreement, originally dated as of April 1, 2012, amended and restated as of October 16, 2014, and further amended and restated as of December 14, 2018 (the "**PILOT Agreement**"), and a Second Assignment, Assumption and Amendment Agreement, dated December 14, 2018 (the "**Assignment and Assumption Agreement**"), all with respect to the above-referenced straight-lease transaction which closed on April 27, 2012, was assigned and amended on October 16, 2014, and assigned and further amended on December 14, 2018.

Pursuant to the Assignment and Assumption Agreement, as of December 14, 2018, the PILOT Agreement has been assigned by HP Lynbrook, LLC to 444 Merrick Road LLC, which has an address of 4500 Dorr Street, Toledo, Ohio 43615 Attention: Cheryl O'Connor.

Please contact our office should you have any questions. Thank you.

Very truly yours,

James L. Smith
Paralegal

Enclosures

cc: Distribution List (w/encls.)

Distribution List

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. Laura Curran, County Executive
Nassau County
1 West Street
Mineola, New York 11501

Hon. Laura Gillen, Town Supervisor
Town of Hempstead
One Washington Street
Hempstead, New York 11550

Hon. Alan C. Beach
Mayor Village of Lynbrook
P.O. Box 7021
Lynbrook, New York 11563

Dr. Melissa Burak, Superintendent
Lynbrook School District
111 Atlantic Avenue
Lynbrook, New York 11563

Ronda Patton, Esq., Wholly Exempt Division Head
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501-8402

Counsel to the Assessor
Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501

VIA REGULAR MAIL

Frederick E. Parola
Chief Executive Officer
Town of Hempstead Industrial Development Agency
350 Front Street, 2nd Floor
Hempstead, New York 11550

John E. Ryan, Esq.
Ryan, Brennan & Donnelly LLP
131 Tulip Avenue
Floral Park, New York 11001

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 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00
 Postage \$ 2.05
 Total Postage and Fees \$ 5.60

Postmark
Here
DEC 19 2018

Sent To: Ronda Patton, Esq.,
Wholly Exempt Division Head
 Department of Assessment
 Nassau County
 Street and Apt. No. 240 Old Country Road
 City, State, ZIP+4® Mineola, New York 11501-8402

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ronda Patton, Esq.,
 Wholly Exempt Division Head
 Department of Assessment
 Nassau County
 240 Old Country Road
 Mineola, New York 11501-8402

9590 9402 3472 7275 3000 73

2. Article Number (Transfer from service label)
7017 1000 0000 2890 7738

PS Form 3811, July 2015 PSN 7530-02-000-9053 070334-224

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) RECEIVED
 C. Date of Delivery DEC 26 2018

D. Is delivery address different from item 1? Yes No
 if YES, enter delivery address below:
DEPARTMENT OF ASSESSMENT
COUNTY OF NASSAU

3. Service Type
 Priority Mail Express®
 Registered Mail™
 Adult Signature Restricted Delivery
 Certified Mail®
 Collect on Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Alan C. Beach
 Mayor Village of Lynbrook
 P.O. Box 7021
 Lynbrook, New York 11563



9590 9402 3472 7275 3000 66

2. Article Number (Transfer from service label)
7017 1000 0000 2890 7721

PS Form 3811, July 2015 PSN 7530-02-000-9053 070334-224 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) ALAN C. BEACH
 C. Date of Delivery 12/26/18
- D. Is delivery address different from item 1? Yes No
 if YES, enter delivery address below:

3. Service Type
 Priority Mail Express®
 Registered Mail™
 Adult Signature Restricted Delivery
 Certified Mail®
 Collect on Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

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 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ 2.15
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00
 Postage \$ 2.05
 Total Postage and Fees \$ 5.60

Sent To: Hon. Alan C. Beach
Mayor Village of Lynbrook
 P.O. Box 7021
Street and Apt. No. Lynbrook, New York 11563
 City, State, ZIP+4®



PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 Extra Services & Fees (check box, add fees) (optional)
 Return Receipt (hardcopy) \$ 2.75
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ 2.05
 Total Postage and Fees \$ 8.25
 Sent to Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501
 City, State, Zip+4® _____



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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Counsel to the Assessor
 Department of Assessment
 Nassau County
 240 Old Country Road
 Mineola, New York 11501



9590 9402 3472 7275 3000 42
 2. Article Number (Transfer from service label)
 7017 1000 0000 2890 7707

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) _____ C. Date of Delivery _____
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:
 DEC 26 2018
 DEPARTMENT OF ASSESSMENT
 COUNTY OF NASSAU

3. Service Type
 Priority Mail Express®
 Adult Signature
 Registered Mail™
 Certified Mail®
 Certified Mail Restricted Delivery
 Return Receipt for Merchandise
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Signature Confirmation™
 Restricted Delivery

Total Postage and Fees (check box, add fees) (optional)
 Return Receipt (hardcopy) \$ 2.75
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ 2.05
 Total Postage and Fees \$ 8.25
 Sent to Department of Assessment
Nassau County
240 Old Country Road
Mineola, New York 11501-8402
 City, State, Zip+4® _____

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SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 James Davis, Acting Assessor
 Nassau County Department of Assessment
 240 Old Country Road
 Mineola, New York 11501-8402



9590 9402 3472 7275 3001 03
 2. Article Number (Transfer from service label)
 7017 1000 0000 2890 7608

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 Extra Services & Fees (check box, add fees) (optional)
 Return Receipt (hardcopy) \$ 2.75
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ 2.05
 Total Postage and Fees (check box, add fees) (optional)
 Return Receipt (hardcopy) \$ 2.75
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ 2.05
 Total Postage and Fees \$ 8.25
 Sent to James Davis, Acting Assessor
Nassau County Department of Assessment
240 Old Country Road
Mineola, New York 11501-8402
 City, State, Zip+4® _____



PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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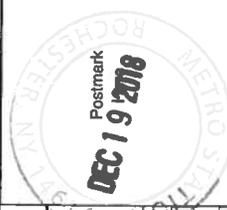
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.15
 Extra Services & Fees (check box, add fees appropriate)
 Return Receipt (hardcopy) \$ 2.15
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ 2.05

Total Postage and Fees: \$ 5.25
 Sent To: Hon. Laura Gillen
Town Supervisor
Town of Hempstead
One Washington Street
Hempstead, New York 11550
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Laura Curran
 County Executive
 Nassau County
 1 West Street
 Mineola, New York 11501



9590 9402 3472 7275 3000 97

2. Article Number (Transfer from service label)

7017 1000 0000 2890 7752

PS Form 3811, July 2015 PSN 7530-02-000-9053 010334-224 Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hon. Laura Gillen
 Town Supervisor
 Town of Hempstead
 One Washington Street
 Hempstead, New York 11550



9590 9402 3472 7275 3000 80

2. Article Number (Transfer from service label)

7017 1000 0000 2890 7745

PS Form 3811, July 2015 PSN 7530-02-000-9053 010334-224 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature _____
 TOWN OF HEMPSTEAD
 8501 FIVE STAR DRIVE
 HEMPSTEAD, NY 11550 2890 7745

D. Is delivery address different from item 1? Yes No

If YES, enter delivery address below:

3. Service Type
 Priority Mail Express®
 Registered Mail™
 Adult Signature Restricted Delivery
 Certified Mail®
 Return Receipt for Merchandise
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature _____ Agent

Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Priority Mail Express®
 Registered Mail™
 Adult Signature Restricted Delivery
 Certified Mail®
 Return Receipt for Merchandise
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

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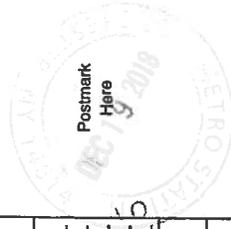
OFFICIAL USE

Certified Mail Fee \$ 3.15

Extra Services & Fees (check box, add fees appropriate)
 Return Receipt (hardcopy) \$ 2.15
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ 2.05

Total Postage and Fees: \$ 5.25
 Sent To: County Executive
Nassau County
1 West Street
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

Postmark Here



See Reverse for Instructions

USPS Tracking® FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70171000000028907714

Remove X

Expected Delivery on

MONDAY

24 DECEMBER
2018 ⓘ

by
8:00pm ⓘ

Delivered

December 24, 2018 at 7:04 pm
Delivered, Front Door/Porch
LYNBROOK, NY 11563

Get Updates ✓

Text & Email Updates ✓

Tracking History ✓

Product Information ^

Postal Product:

Features:
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Certified Mail Fee \$ <u>5.45</u>	
Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ <u>2.95</u>	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>2.05</u>	
Total Postage and Fees \$ <u>8.25</u>	
Sent To <u>Dr. Melissa Burak, Superintendent</u>	
<u>Lynbrook School District</u>	
Street and Apt. No., or PO Box No. <u>111 Atlantic Avenue</u>	
<u>Lynbrook, New York 11563</u>	
City, State, ZIP+4® _____	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Town of Hempstead Industria Development Agency
Street 350 Front Street, 2nd Floor
City Hempstead
Telephone no. Day (516) 812-3122
Evening ()
Contact Frederick E. Parola
Title Chief Executive Officer

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name 444 Merrick Road LLC
Street 4500 Dorr Street
City Toledo, Ohio 43615
Telephone no. Day ()
Evening ()
Contact Cheryl O'Connor
Title

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) Section 37 Block 506 and Lots 232.00-235.00 and 500.00
b. Street address 444 Merrick Avenue
c. City, Town or Village Lynbrook
d. School District Lynbrook
e. County Nassau
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Deed dated April 27, 2012 Liber 12828 Page 221

4. GENERAL DESCRIPTION OF PROPERTY

(if necessary, attach plans or specifications)

- a. Brief description (include property use) multi-tenant office building
b. Type of construction unavailable
c. Square footage app. 105,000 sq ft
d. Total cost unknown
e. Date construction commenced unavailable
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) 12/31/2023

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment see attached "Second Amended and Restated PILOT Agreement"

- b. Projected expiration date of agreement 12/31/2023

<input type="checkbox"/>	c. Municipal corporations to which payments will be made			d. Person or entity responsible for payment
	County <u>Nassau</u>	Yes	No	Name <u>444 Merrick Road</u>
	Town/City <u>Hempstead</u>	<input checked="" type="checkbox"/>		Title _____
	Village <u>Lynbrook</u>	<input checked="" type="checkbox"/>		Address <u>4500 Dorr Street</u>
	School District <u>Lynbrook</u>	<input checked="" type="checkbox"/>		<u>Toledo, Ohio 43615</u>

e. Is the IDA the owner of the property? Yes / No (circle one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. Telephone _____

6. Is the property receiving or has the property ever received any other exemption from real property taxation?
 (check one) Yes No

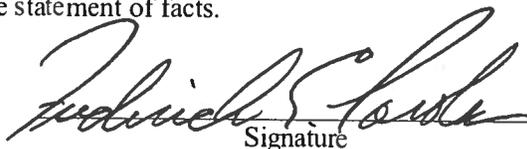
If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption GML §874 assessment roll year 2013

7. A copy of this application, including all attachments, has been mailed or delivered on 12/14/18 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Frederick E. Parola, Chief Executive Officer of Town of Hempstead Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

December 14, 2018
~~November~~
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature