
**GLEN COVE
INDUSTRIAL DEVELOPMENT AGENCY**

**Straight Lease Modification
(Sales Tax Extension)**

with

GARVIES POINT WORKFORCE LLC

**Location: Easterly Side of Dickson Lane (Block G),
Glen Cove, NY**

Closing Date: As of February 1, 2023

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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Closing Date: As of February 1, 2023

Definitions:

Agency	Nassau County Industrial Development Agency
Company	Garvies Point Workforce LLC
Guarantors	G&G Garvies Point LLC and G&G Property Holdings II LLC

Index of Documents:

A. Transaction Documents

1. Amendment No. 1 to Amended and Restated Leaseback Agreement (Uniform Project Agreement) between the Agency and the Company
2. Amended and Restated Sales Tax Agency Agreement between the Agency and the Company
3. Ratification and Reaffirmation Agreement (Environmental Indemnification) from the Company and the Guarantors in favor of the Agency
4. Ratification and Reaffirmation Agreement (Guaranty) from the Guarantors in favor of the Agency

B. Miscellaneous Documents

5. Consents of the Banks (see Section 12.19 of Amended and Restated Leaseback Agreement)
6. Amended Thirty-Day Sales Tax Report (ST-60) (with proof of mailing)

**AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASEBACK
AGREEMENT (UNIFORM PROJECT AGREEMENT)**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASEBACK AGREEMENT (UNIFORM PROJECT AGREEMENT) (this "Amendment") dated as of February 1, 2023, by and between the GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (the "Agency"), and GARVIES POINT WORKFORCE LLC, a limited liability company organized and existing under the laws of the State of New York, with offices at 50 Jericho Quadrangle, Suite 118, Jericho, NY 11753 (the "Company").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 374 of the 1974 Laws of New York, as amended, constituting Section 919 of said General Municipal Law (said Chapter and the Enabling Act, as in effect as of the Closing Date (as hereinafter defined), being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, RXR Glen Isle Partners LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York ("RXR"), presented a certain application for financial assistance (the "Initial Application") to the Agency, which Initial Application requested that the Agency consider undertaking a mixed-use project (the "Original Project") consisting of the following: (A) the acquisition of an interest in approximately 56 acres of land (the "Land") located on Garvies Point Road, Herb Hill Road and Dickson Street in the City of Glen Cove, New York; (B) the acquisition and construction on the Land by RXR as part of a planned smart growth community of certain buildings and other improvements containing in the aggregate approximately

1,800,000 square feet of space comprising (i) approximately 1,720,000 square feet of space containing a total of up to 486 rental residential units, 513 for sale condominium units and 111 workforce housing units (55 for rent and 56 for sale) (collectively, the "Residential Units"), and (ii) up to approximately 75,000 square feet of retail, restaurant, cultural and related space (collectively, the "Commercial Space", and together with the Residential Units, the "Improvements"); and (C) the acquisition and installation in and around the Improvements of certain items of machinery, personal property, fixtures and equipment (the "Equipment", and together with the Land and the Improvements, the "Facility"); and

WHEREAS, RXR leased the Facility to the Agency pursuant to the terms and conditions set forth in that certain Lease Agreement dated as of November 1, 2016 by and among RXR, Glen Cove Local Economic Assistance Corporation ("GCLEAC") and the Agency (as amended, the "Original Lease"); and

WHEREAS, the Agency subleased the Facility to RXR pursuant to the terms and conditions set forth in that certain Leaseback Agreement dated as of November 1, 2016 between RXR and the Agency (as amended, the "Original Leaseback Agreement"), and the other documents, instruments and agreements executed by RXR and/or the Agency in connection with the Original Project (collectively, the "Original Transaction Documents"); and

WHEREAS, in connection with the Original Project, RXR and the Agency entered into that certain Garvies Point Continuing Covenants Agreement dated as of November 22, 2016 (as amended, the "Covenants Agreement"), pursuant to which RXR made certain continuing covenants to the Agency relating to the Original Project; and

WHEREAS, pursuant to that certain Bifurcation, Assignment and Assumption Agreement dated as of November 1, 2016 (the "Bifurcation Agreement") among the Agency, GCLEAC, RXR and certain affiliates of RXR, RXR assigned its interest in and to the Assumed Documents (as defined in the Bifurcation Agreement) with respect to Assigned Site 2 (as defined in the Bifurcation Agreement) to RXR Garvies P1 Building H Owner LLC ("Building H Owner"); and

WHEREAS, pursuant to that certain Mortgage Modification Agreement dated as of July 1, 2017 (the "Mortgage Modification") by and among Building H Owner, the Agency, GCLEAC and The Bank of New York Mellon, as Trustee (the "Trustee"), Building H Owner was released from its obligations with respect to the portion of Assigned Site 2 known as Private Use Improvement Area Lot 619 (the "Block G Parcel" or the "Block G Land"), which portion of the Land is more particularly described on Exhibit A attached hereto, upon execution and delivery of (i) that certain Lease Agreement dated as of July 1, 2017 (the "Block G Lease") by and among RXR, GCLEAC and the Agency, pursuant to which RXR leased the Block G Parcel to the Agency, and (ii) that certain Leaseback Agreement dated as of July 1, 2017 (the "Block G Leaseback Agreement") between the Agency and RXR, pursuant to which the Agency subleased the Block G Parcel to RXR; and

WHEREAS, pursuant to a notification and consent request letter dated March 5, 2019 (the "Consent Request Letter"), RXR requested that the Agency consent to the transfer by RXR

to G&G Garvies Point LLC, a limited liability company organized and existing under the laws of the State of New York (the “Assignee”), of all of RXR’s right, title and interest in and to the Block G Lease, the Block G Leaseback Agreement and the related Original Transaction Documents (collectively, the “Assignment Transaction”), as required by Section 18 of the Covenants Agreement; and

WHEREAS, the Agency approved the Assignment Transaction by resolution of the members of the Agency adopted on March 26, 2019; and

WHEREAS, the Company, which is an affiliate of the Assignee, presented a certain application for financial assistance (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) consisting of the following: (A) the consent by the Agency to the assignment of all right, title and interest of RXR in and to the Block G Lease, the Block G Leaseback Agreement and the related Original Transaction Documents to the Company in place of the Assignee; (B) the construction, installation and equipping of an approximately 59,236 square foot, 55-unit affordable residential rental facility (collectively, the “Block G Improvements”), together with related improvements to the Block G Parcel; (C) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion of the Block G Improvements (collectively, the “Block G Equipment” and together with the Block G Parcel and the Block G Improvements, collectively, the “Block G Project Facility”) by the Company as agent of the Agency; and (D) the granting of certain additional “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes and mortgage recording taxes; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on July 14, 2020 to the chief executive officer of the City of Glen Cove, New York, and of each other affected tax jurisdiction within which the Block G Project Facility is or is to be located; (B) caused notice of the Public Hearing to be published on July 16, 2020 in the *Glen Cove Herald Gazette*, a newspaper of general circulation available to residents of the City of Glen Cove, New York; (C) caused the Public Hearing to be conducted on July 27, 2020 at 5:00 p.m., local time, from City Hall, 9-13 Glen Street, Glen Cove, New York, held remotely in accordance with Executive Order 202.15, as amended and supplemented, issued by the Governor of the State of New York in connection with the COVID-19 pandemic; (D) caused the Public Hearing to be streamed on the Agency’s website in real-time and caused a recording of the Public Hearing to be posted on the Agency’s website, all in accordance with Section 857 of the Act; and (E) prepared a report of the Public Hearing (the “Report”), which fairly summarizes the views presented at the Public Hearing and distributed the Report to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the New York Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (the “NYSDEC”), being 6 N.Y.C.R.R. Part 617, et. seq., as amended (the

“Regulations” and collectively with the SEQR Act, “SEQRA”), the Agency is required to satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project; and

WHEREAS, by resolution adopted by the members of the Agency on August 18, 2020 (the “SEQRA Resolution”), the Agency determined that the Company’s request with respect to a previously approved and unchanged Project is a Type II Action pursuant to SEQRA involving “continuing agency administration” which does not involve “new programs or major reordering of priorities that may affect the environment” (6 N.Y.C.R.R. §617.5(c)(20)) and therefore no Findings or determination of significance are required under SEQRA; and

WHEREAS, by resolutions adopted by the members of the Agency on August 18, 2020 and May 20, 2021 (collectively, the “Authorizing Resolution”), the Agency, following a review of the Report, determined to approve and proceed with the Project, to grant the Financial Assistance (as hereinafter defined) and to enter into the “straight lease transaction” (as such quoted term is defined in the Act) contemplated by the Leaseback Agreement (as defined below), and the other Transaction Documents (as defined in the Leaseback Agreement); and

WHEREAS, the Agency appointed the Company as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Block G Project Facility and subleased the Block G Project Facility to the Company, and the Company agreed to act as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Block G Project Facility and subleased the Block G Project Facility from the Agency, all pursuant to the terms and conditions set forth in that certain Amended and Restated Leaseback Agreement dated as of May 1, 2021 between the Company and the Agency (the “Leaseback Agreement”) and the other Transaction Documents; and

WHEREAS, the Company has requested that the Agency consent to the amendment of the Leaseback Agreement and the other Transaction Documents to extend expiration date of the Sales Tax Agency Agreement (as defined in the Leaseback Agreement) to allow the Company to complete the acquisition, construction, installation and equipping of the Block G Project Facility in the manner contemplated by the Leaseback Agreement and the other Transaction Documents;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

SECTION 1.1 Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Transaction Documents.

SECTION 2. AMENDMENTS.

SECTION 2.1 The first sentence of Subsection (A) of Section 4.2 of the Leaseback Agreement is amended and restated to read as follows:

“The Company will proceed with due diligence to commence construction, installation and equipping of the Block G Project Facility in accordance with Section 4.1 of this Leaseback Agreement within thirty (30) days after the Closing Date and shall proceed with due diligence to complete the construction, installation and equipping of the Block G Project Facility on or before January 31, 2024 (the “Scheduled Completion Date”) and shall continuously operate its business at the Block G Project Facility.”

SECTION 2.2 Subsection (B)(1) of Section 8.12 of the Leaseback Agreement is amended and restated in its entirety to read as follows:

“The Sales Tax Agency Agreement shall be dated the Closing Date and shall be effective for a term commencing on its date and expiring upon the earliest to occur of: (a) the termination of this Leaseback Agreement, (b) January 31, 2024, or (c) the termination of the Sales Tax Agency Agreement pursuant to the terms hereof and thereof;”

SECTION 2.3 Exhibit E of the Leaseback Agreement is hereby deleted in its entirety and Exhibit E attached hereto is inserted in place thereof.

SECTION 3. CONDITIONS.

SECTION 3.1 Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

(A) the execution and delivery by the Company and the Agency of an original or counterpart originals of this Amendment;

(B) the Company shall deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment, including, without limitation, the consents of the Bank to the execution and delivery of this Amendment; and

(C) the Company shall pay all fees and expenses (including attorneys’ fees and expenses and the Agency’s consent fee) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated herein.

SECTION 4. MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Company contained in the Transaction Documents, except as expressly modified hereby, are ratified, confirmed and reaffirmed by the Company as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Company represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

SECTION 4.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Leaseback Agreement as amended by this Amendment shall be satisfactory in form and substance to the Agency.

SECTION 4.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 4.4 Reference to Project Agreement. The Leaseback Agreement, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Leaseback Agreement, as amended hereby, are hereby amended so that any reference to the Leaseback Agreement in the Leaseback Agreement, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Leaseback Agreement shall mean a reference to the Leaseback Agreement, as amended hereby.

SECTION 4.5 Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 4.6 Successors and Assigns. The Company and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 4.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Company and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement.

SECTION 4.8 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 4.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Leaseback Agreement, the terms and provisions of this Amendment shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 4.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY

By: 
Ann S. Fangmann
Executive Director

GARVIES POINT WORKFORCE LLC

By: G&G Garvies Point LLC, its Managing
Member

By: G&G Property Holdings II LLC, its
Manager

By: _____
David J. Gallo
President

[Signature Page to Amendment No. 1 to Amended and Restated Leaseback Agreement]

SECTION 4.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY

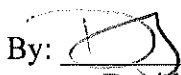
By: _____

Ann S. Fangmann
Executive Director

GARVIES POINT WORKFORCE LLC

By: G&G Garvies Point LLC, its Managing
Member

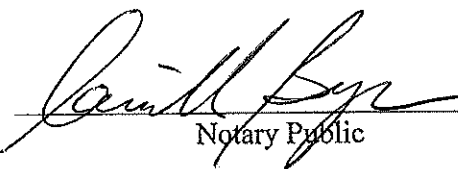
By: G&G Property Holdings II LLC, its
Manager

By:  _____
David J. Gallo
President

[Signature Page to Amendment No. 1 to Amended and Restated Leaseback Agreement]

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

On the 7 day of March, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Ann S. Fangmann, 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 upon behalf of which the individual acted, executed the instrument.


Notary Public

CAMILLE BYRNE
Notary Public, State of New York
No. 01BY4729113
Qualified in Nassau County
Commission Expires January 31, 2027

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

On the ____ day of March, 2023, before me, the undersigned, a notary public in and for said state, personally appeared David J. Gallo, 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

[Acknowledgment Page to Amendment No. 1 to Amended and Restated Leaseback Agreement]

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

On the ___ day of February, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Ann S. Fangmann, 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 upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 28th day of February, 2023, before me, the undersigned, a notary public in and for said state, personally appeared David J. Gallo, 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.



LISA KROMENBERG
NOTARY PUBLIC, STATE OF NEW YORK
No. 01KR6326479
Qualified in Nassau County
My Commission Expires 06-15-2023

[Acknowledgment Page to Amendment No. 1 to Amended and Restated Leaseback Agreement]

EXHIBIT A

DESCRIPTION OF THE BLOCK G PARCEL

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Glen Cove, County of Nassau and State of New York, more particularly described as follows:

BEGINNING at a point, said point being the intersection of the southerly right-of-way of The Place (variable width right-of-way) with the westerly line of Lot 615, Block G, Section 31. as shown on a map entitled "Map of Garvies Point Development" filed in Nassau County on April 7, 2017 as Map #9600, and running thence,

1. South 17° 57' 24" East a distance of 368.72 feet to a point, thence;
2. South 72° 02' 36" West a distance of 9.37 feet to a point, thence;
3. North 70° 13' 37" West a distance of 11.49 feet to a point, thence;
4. South 65° 27' 18" West a distance of 20.50 feet to a point, thence;
5. South 18° 36' 27" West a distance of 10.97 feet to a point, thence;
6. South 65° 27' 18" West a distance of 144.00 feet to a point, thence;
7. South 31° 45' 54" West a distance of 14.42 feet to a point, thence;
8. South 65° 27' 18" West a distance of 4.83 feet to a point of curvature, thence;
9. On a curve to the right having a radius of 20.00 feet, an arc length of 6.91 feet, whose chord bears South 75° 21' 24" West a chord distance of 6.88 feet to a point of cusp, thence;
10. North 10° 28' 51" West a distance of 362.91 feet to a point, thence;
11. North 58° 57' 06" East a distance of 147.87 feet to a point, thence;
12. North 56° 28' 06" East a distance of 20.59 feet to the POINT OF BEGINNING.

Together with the benefits and subject to the burdens of the Declaration of Covenants, Restrictions, Easements Charges and Liens by and among RXR Glen Isle Partners LLC, RXR Garvies P1 Building B Owner LLC, RXR Garvies P1 Building H Owner LLC and RXR Garvies P1 Building I Owner LLC dated January 8, 2020 recorded on January 30, 2020 in Book 13907, page 63 in the Office of the Nassau County Clerk.

Together with the benefits and subject to the burdens of the Easement Agreement between RXR Glen Isle Partners LLC and Garvies Point Workforce LLC, dated as of _____ to be recorded in the Office of the Nassau County Clerk. Said easement is bounded and described as follows: ALL that certain plot, piece of parcel of land, situate, lying and being in the City of Glen Cove, in the County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the new easterly right-of way of Dickson Lane (variable width right-of-way) with the southerly right-of-way of The Place (variable width right-of-way), as shown on a map entitled "Map of Garvies Point Development, City of Glen Cove, Nassau County, New York, Section 21, Block A, Parcels 1 and 2, Section 31, Block G, Parcel 3, Section 21, Block A Parcel 5, Section 21, Block A, Parcel 6, Section 21, Block 259, Parcels 4 and 7, Section 21, Block A, Lots 661 and 662" filed in the Nassau County on April 7, 2017 as Map No. 9600; and running thence,

1. South 10° 28' 51" East, a distance of 789.48 feet to a point, thence;
2. South 84° 28' 06" West, a distance of 7.14 feet to a point, thence;
3. North 05° 31' 54" West, a distance of 61.71 feet to a point, thence;
4. North 11° 15' 54" West, a distance of 723.06 feet to a point, thence;
5. North 58° 57' 06" East, a distance of 12.49 feet to the point or place of BEGINNING.

EXHIBIT E

AMENDED AND RESTATED SALES TAX AGENCY AGREEMENT

See Attached

SALES TAX AGENCY AGREEMENT

Effective as of May 27, 2021; Amended and
Restated as of February 1, 2023

Garvies Point Workforce LLC
50 Jericho Quadrangle, Suite 118
Jericho, NY 11753

Re: Glen Cove Industrial Development Agency
(2021 Georgica Green Workforce Housing Project)

Ladies and Gentlemen:

The Glen Cove Industrial Development Agency (the “Agency”) and Garvies Point Workforce LLC (the “Company”) agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Nassau County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

2. Pursuant to resolutions adopted by the Agency on August 18, 2020 and May 20, 2021 (the “Authorizing Resolution”) and an Amended and Restated Leaseback Agreement (Uniform Project Agreement), dated as of May 1, 2021 (as amended, modified, supplemented or restated, the “Leaseback Agreement”), between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, construct, install and equip a commercial facility in Glen Cove, New York, consisting of: (A) the construction, installation and equipping of an approximately 59,236 square foot, 55-unit affordable residential rental facility (collectively, the “Block G Improvements”), together with related improvements to the parcel of land known as Private Use Improvement Area Lot 619 in the City of Glen Cove, New York (Section: 31; Block: G; Lot: 619) (the “Block G Parcel”); and (B) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion of the Block G Improvements (collectively, the “Block G Equipment” and together with the Block G Parcel and the Block G Improvements, collectively, the “Block G Project Facility”) by the Company as agent of the Agency.

3. As agent for the Agency, the Company agrees that each contract, agreement, lease, invoice, bill or purchase order entered into by the Company as agent for the Agency in connection with the acquisition, construction, installation or equipping of the Block G Project Facility shall include language in substantially the following form:

“This [contract, agreement, lease, invoice, bill or purchase order] is being entered into by [_____] (the “Agent”), as approved agent for and on behalf of the Glen Cove Industrial Development Agency (the “Agency”) in connection with a certain project (the “Project”) of the Agency for Garvies Point Workforce LLC (the “Company”) consisting in part of the acquisition, construction, installation and equipping of affordable residential rental facility on the property known as Private Use Improvement Area Lot 619, Easterly side of Dickson Lane, City of Glen Cove, New York (Section: 31; Block: G; Lot: 619) (the “Premises”) and the acquisition of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project. The capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for completion of the Project which are the subject of this [contract, agreement, lease, invoice, bill or purchase order] shall be exempt from the sales and use taxes levied by the State of New York and the County of Nassau if effected in accordance with the terms and conditions set forth in the attached Sales Tax Agency Agreement of the Agency, and the Agent hereby represents that this [contract, agreement, lease, invoice, bill or purchase order] is in compliance with the terms of the Sales Tax Agency Agreement. This [contract, agreement, lease, invoice, bill or purchase order] is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this [contract, agreement, lease, invoice, bill or purchase order], the [vendor, lessor, licensor, contractor or subcontractor] hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

4. The acquisition of capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Block G Project Facility (collectively, the “Property”) shall be exempt from sales and use taxes levied by the State of New York and the County of Nassau on the condition that (i) such items of Property are separately identifiable property of the Agency, and (ii) each item of Property shall have a useful life of one year or more, and shall solely be for the use of the Company at and in the Block G Project Facility, and for no other entity and at no other location, and shall be effected by and at the sole cost of the Company. The exemption provided pursuant to Section 4.1(E) of the Leaseback Agreement shall not apply to the acquisition of: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1)

year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor vehicles, including any cars, trucks, vans or buses that are licensed by the Department of Motor Vehicles or other similar agency for use on public highways or streets.

5. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company, as agent for the Agency pursuant to Section 4.1(E) of the Leaseback Agreement, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company shall be the sole party liable thereunder.

6. By execution of its acceptance of the terms of this Agreement, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of this Agreement by the Company is and will be strictly for the purposes above stated.

7. Until the earliest of (i) January 31, 2024, (ii) the completion of the Project as provided in the Leaseback Agreement, (iii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Lease Agreement), and (iv) the termination of the Leaseback Agreement and/or revocation of the appointment of the Company as agent of the Agency (the earliest to occur of the foregoing, the "Termination Date"), all vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on a Form ST-123 (as defined in Paragraph 11 hereof) prepared by the Company and issued to such vendor, lessor, licensor, contractor or subcontractor pursuant to Paragraph 11 hereof as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Block G Project Facility (but not the operation thereof), to the extent effected by the Company, as agent for the Agency, are exempt from all New York State and Nassau County sales and use taxes.

8. Any vendor, lessor, licensor, contractor or subcontractor that does not collect otherwise applicable sales or use tax in reliance upon this Agreement and the Form ST-123 issued by the Company to such vendor, lessor, licensor, contractor or subcontractor, shall be deemed to have acknowledged and agreed to the provisions of Paragraph 3 hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with the Company.

9. This Agreement and the Form ST-123 issued by the Company to a vendor, lessor, licensor, contractor or subcontractor are provided solely for the purposes described herein and therein. No other principal/agent relationship is intended or may be implied or inferred from this Agreement or the issuance of such Form ST-123.

10. The exemption from sales and use taxes provided under the Lease Agreement is granted subject to the requirements of Section 875 of the General Municipal Law, which requirements are incorporated herein by reference, and the Company agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Company agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a "Form ST-123"), to each vendor, lessor,

licensor, contractor or subcontractor from which the Company purchases and/or leases Property, or with which the Company enters into an improvement or installation contract relating to the acquisition, construction, installation and equipping of the Block G Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Block G Project Facility (but not the operation thereof), to the extent effected by the Company as agent for the Agency pursuant to Section 4.1(E) of the Leaseback Agreement, are exempt from all New York State and Nassau County sales and use taxes. The Company agrees to provide the Agency a copy of each such Form ST-123 within ten (10) days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY**

By: _____
Name: Ann S. Fangmann
Title: Executive Director

ACCEPTED AND AGREED TO BY:

GARVIES POINT WORKFORCE LLC

By: G&G Garvies Point LLC, its Managing
Member

By: G&G Property Holdings II LLC, its
Manager

By: _____
David J. Gallo
President

SALES TAX AGENCY AGREEMENT

Effective as of May 27, 2021; Amended and
Restated as of February 1, 2023

Garvies Point Workforce LLC
50 Jericho Quadrangle, Suite 118
Jericho, NY 11753

Re: Glen Cove Industrial Development Agency
(2021 Georgica Green Workforce Housing Project)

Ladies and Gentlemen:

The Glen Cove Industrial Development Agency (the “Agency”) and Garvies Point Workforce LLC (the “Company”) agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Nassau County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

2. Pursuant to resolutions adopted by the Agency on August 18, 2020 and May 20, 2021 (the “Authorizing Resolution”) and an Amended and Restated Leaseback Agreement (Uniform Project Agreement), dated as of May 1, 2021 (as amended, modified, supplemented or restated, the “Leaseback Agreement”), between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, construct, install and equip a commercial facility in Glen Cove, New York, consisting of: (A) the construction, installation and equipping of an approximately 59,236 square foot, 55-unit affordable residential rental facility (collectively, the “Block G Improvements”), together with related improvements to the parcel of land known as Private Use Improvement Area Lot 619 in the City of Glen Cove, New York (Section: 31; Block: G; Lot: 619) (the “Block G Parcel”); and (B) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion of the Block G Improvements (collectively, the “Block G Equipment” and together with the Block G Parcel and the Block G Improvements, collectively, the “Block G Project Facility”) by the Company as agent of the Agency.

3. As agent for the Agency, the Company agrees that each contract, agreement, lease, invoice, bill or purchase order entered into by the Company as agent for the Agency in connection with the acquisition, construction, installation or equipping of the Block G Project Facility shall include language in substantially the following form:

“This [contract, agreement, lease, invoice, bill or purchase order] is being entered into by [_____] (the “Agent”), as approved agent for and on behalf of the Glen Cove Industrial Development Agency (the “Agency”) in connection with a certain project (the “Project”) of the Agency for Garvies Point Workforce LLC (the “Company”) consisting in part of the acquisition, construction, installation and equipping of affordable residential rental facility on the property known as Private Use Improvement Area Lot 619, Easterly side of Dickson Lane, City of Glen Cove, New York (Section: 31; Block: G; Lot: 619) (the “Premises”) and the acquisition of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project. The capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for completion of the Project which are the subject of this [contract, agreement, lease, invoice, bill or purchase order] shall be exempt from the sales and use taxes levied by the State of New York and the County of Nassau if effected in accordance with the terms and conditions set forth in the attached Sales Tax Agency Agreement of the Agency, and the Agent hereby represents that this [contract, agreement, lease, invoice, bill or purchase order] is in compliance with the terms of the Sales Tax Agency Agreement. This [contract, agreement, lease, invoice, bill or purchase order] is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this [contract, agreement, lease, invoice, bill or purchase order], the [vendor, lessor, licensor, contractor or subcontractor] hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

4. The acquisition of capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Block G Project Facility (collectively, the “Property”) shall be exempt from sales and use taxes levied by the State of New York and the County of Nassau on the condition that (i) such items of Property are separately identifiable property of the Agency, and (ii) each item of Property shall have a useful life of one year or more, and shall solely be for the use of the Company at and in the Block G Project Facility, and for no other entity and at no other location, and shall be effected by and at the sole cost of the Company. The exemption provided pursuant to Section 4.1(E) of the Leaseback Agreement shall not apply to the acquisition of: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1)

year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor vehicles, including any cars, trucks, vans or buses that are licensed by the Department of Motor Vehicles or other similar agency for use on public highways or streets.

5. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company, as agent for the Agency pursuant to Section 4.1(E) of the Leaseback Agreement, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company shall be the sole party liable thereunder.

6. By execution of its acceptance of the terms of this Agreement, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of this Agreement by the Company is and will be strictly for the purposes above stated.

7. Until the earliest of (i) January 31, 2024, (ii) the completion of the Project as provided in the Leaseback Agreement, (iii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Lease Agreement), and (iv) the termination of the Leaseback Agreement and/or revocation of the appointment of the Company as agent of the Agency (the earliest to occur of the foregoing, the "Termination Date"), all vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on a Form ST-123 (as defined in Paragraph 11 hereof) prepared by the Company and issued to such vendor, lessor, licensor, contractor or subcontractor pursuant to Paragraph 11 hereof as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Block G Project Facility (but not the operation thereof), to the extent effected by the Company, as agent for the Agency, are exempt from all New York State and Nassau County sales and use taxes.

8. Any vendor, lessor, licensor, contractor or subcontractor that does not collect otherwise applicable sales or use tax in reliance upon this Agreement and the Form ST-123 issued by the Company to such vendor, lessor, licensor, contractor or subcontractor, shall be deemed to have acknowledged and agreed to the provisions of Paragraph 3 hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with the Company.

9. This Agreement and the Form ST-123 issued by the Company to a vendor, lessor, licensor, contractor or subcontractor are provided solely for the purposes described herein and therein. No other principal/agent relationship is intended or may be implied or inferred from this Agreement or the issuance of such Form ST-123.


10. The exemption from sales and use taxes provided under the Lease Agreement is granted subject to the requirements of Section 875 of the General Municipal Law, which requirements are incorporated herein by reference, and the Company agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Company agrees to provide a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a "Form ST-123"), to each vendor, lessor,

licensor, contractor or subcontractor from which the Company purchases and/or leases Property, or with which the Company enters into an improvement or installation contract relating to the acquisition, construction, installation and equipping of the Block G Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Block G Project Facility (but not the operation thereof), to the extent effected by the Company as agent for the Agency pursuant to Section 4.1(E) of the Leaseback Agreement, are exempt from all New York State and Nassau County sales and use taxes. The Company agrees to provide the Agency a copy of each such Form ST-123 within ten (10) days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY**

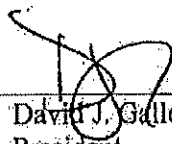
By: 
Name: Ann S. Fangman
Title: Executive Director

ACCEPTED AND AGREED TO BY:

GARVIES POINT WORKFORCE LLC

By: G&G Garvies Point LLC, its Managing
Member

By: G&G Property Holdings II LLC, its
Manager

By: 
David J. Gallo
President

licensor, contractor or subcontractor from which the Company purchases and/or leases Property, or with which the Company enters into an improvement or installation contract relating to the acquisition, construction, installation and equipping of the Block G Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Block G Project Facility (but not the operation thereof), to the extent effected by the Company as agent for the Agency pursuant to Section 4.1(E) of the Lease Agreement, are exempt from all New York State and Nassau County sales and use taxes. The Company agrees to provide the Agency a copy of each such Form ST-123 within ten (10) days after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY**

By: _____

Name: Ann S. Fangmann

Title: Executive Director

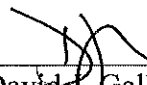
ACCEPTED AND AGREED TO BY:

GARVIES POINT WORKFORCE LLC

By: G&G Garvies Point LLC, its Managing
Member

By: G&G Property Holdings II LLC, its
Manager

By: _____


David J. Gallo
President

RATIFICATION AND REAFFIRMATION AGREEMENT
(Environmental Compliance and Indemnification Agreement)

The undersigned parties (the “Indemnitors”) executed an Environmental Compliance and Indemnification Agreement dated as of December 1, 2020 (as amended, modified, supplemented and restated from time to time, the “Environmental Indemnification”) in favor of the Nassau County Industrial Development Agency (the “Agency”), pursuant to which Indemnitors made certain representations, covenants and indemnifications in favor of the Agency with respect to the environmental condition of the Land and the Building (as such terms are defined in the Environmental Indemnification). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Uniform Project Agreement dated as of December 1, 2020 (the “Original Project Agreement”) between Mitchel Field Senior Citizens Redevelopment Company, L.P. (the “Company”) and the Agency, as amended by Amendment No. 1 to Uniform Project Agreement dated as of the date hereof (the “Amendment”; the Original Project Agreement as amended by the Amendment being referred to herein as the “Project Agreement”) between the Company and the Agency.

The Company and the other Indemnitors have requested that the Agency consent to the execution and delivery of the Amendment and to the amendment of the other Transaction Documents to (i) authorize the Company to undertake additional renovations of the Project Facility which would include, among other things, complete bathroom renovations and full kitchen renovations of the residential units in the Project Facility, and (ii) grant certain additional “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, in the form of a potential additional exemption or partial exemption from sales and use taxes with respect to such renovations in an amount not to exceed \$180,000. It is a condition to the Agency’s granting of such consent that the Indemnitors ratify and reaffirm their respective obligations under the Environmental Indemnification.

The Indemnitors hereby ratify and reaffirm their respective obligations under the Environmental Indemnification and represent and warrant to the Agency that the Environmental Indemnification is in full force and effect and that the Indemnitors are not in default thereunder. The Indemnitors restate and reiterate each of the representations and warranties set forth or incorporated by reference in the Environmental Indemnification as of the date hereof and further represent and warrant to the Agency that the Indemnitors have no right of set off, defense, claim or counterclaim with respect to their respective obligations under the Environmental Indemnification.

Nothing herein shall be deemed a limitation, modification or amendment of any of the terms of the Environmental Indemnification. Nothing herein shall be deemed to be a limitation, modification, amendment, release of or waiver with respect to any other document, instrument or agreement made by any of the Indemnitors in favor of the Agency.

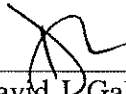
If any one or more of the provisions of this Agreement shall be ruled illegal or invalid by any court of competent jurisdiction, the illegality or invalidity of such provision(s) shall not affect any of the remaining provisions hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Ratification and Reaffirmation Agreement as of the 1st day of February, 2023.

GARVIES POINT WORKFORCE LLC

By: G&G Garvies Point LLC, its Managing Member

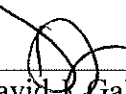
By: G&G Property Holdings II LLC, its Manager

By: 

David J. Gallo
President

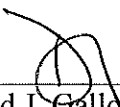
G&G GARVIES POINT LLC

By: G&G Property Holdings II LLC, its Manager

By: 

David J. Gallo
President

G&G PROPERTY HOLDINGS II LLC

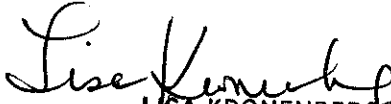
By: 

David J. Gallo
President

[Signature Page to Ratification and Reaffirmation Agreement (Environmental)]

STATE OF)
) SS.:
COUNTY OF)

On the 28th day of February, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared David J. Gallo, 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 capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed this instrument.



LISA KRONENBERG
Notary Public
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6326479
Qualified in Nassau County
My Commission Expires 06-15-2023

[Acknowledgment Page to Ratification and Reaffirmation Agreement (Environmental)]

RATIFICATION AND REAFFIRMATION AGREEMENT

(Guaranty)

The undersigned parties (the “Guarantors”) executed and delivered a Guaranty dated as of May 1, 2021 (as amended, modified, supplemented and restated from time to time, the “Guaranty”) in favor of the Glen Cove Industrial Development Agency (“Agency”), pursuant to which the Guarantors guaranteed the timely and proper payment and performance of the obligations of Gravies Point Workforce LLC (“Company”) to the Agency under the Leaseback Agreement (as defined below) and the other Transaction Documents (as such term is defined in the Leaseback Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Leaseback Agreement (Uniform Project Agreement) dated as of May 1, 2021 (the “Original Leaseback Agreement”) between the Company and the Agency, as amended by Amendment No. 1 to Amended and Restated Leaseback Agreement (Uniform Project Agreement) dated as of the date hereof (the “Amendment”; the Original Leaseback Agreement as amended by the Amendment being referred to herein as the “Leaseback Agreement”) between the Company and the Agency.

The Company and the Guarantors have requested that the Agency consent to the execution and delivery of the Amendment and to the amendment of the other Transaction Documents to extend the expiration date of the Sales Tax Agency Agreement to allow the Company to complete the acquisition, construction, installation and equipping of the Block G Project Facility. It is a condition to the Agency’s granting of such consent that the Guarantors ratify and reaffirm their respective obligations under the Guaranty.

The Guarantors hereby ratify and reaffirm their respective obligations under the Guaranty and represent and warrant to the Agency that the Guaranty is in full force and effect and that the Guarantors are not in default thereunder. The Guarantors restate and reiterate each of the representations and warranties set forth or incorporated by reference in the Guaranty as of the date hereof and further represent and warrant to the Agency that the Guarantors have no right of set off, defense, claim or counterclaim with respect to their respective obligations under the Guaranty.

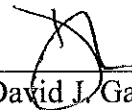
Nothing herein shall be deemed a limitation, modification or amendment of any of the terms of the Guaranty. Nothing herein shall be deemed to be a limitation, modification, amendment, release of or waiver with respect to any other document, instrument or agreement made by any of the Guarantors in favor of the Agency.

If any one or more of the provisions of this Agreement shall be ruled illegal or invalid by any court of competent jurisdiction, the illegality or invalidity of such provision(s) shall not affect any of the remaining provisions hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Ratification and Reaffirmation Agreement dated as of the 1st day of February, 2023.

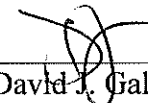
G&G GARVIES POINT LLC

By: G&G Property Holdings II LLC, its
Manager

By: 

David J. Gallo
President

G&G PROPERTY HOLDINGS II LLC

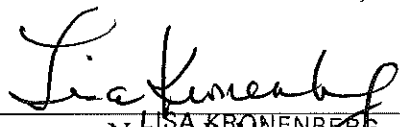
By: 

David J. Gallo
President

[Signature Page to Ratification and Reaffirmation Agreement (Guaranty)]

STATE OF)
) SS.:
COUNTY OF)

On the 28th day of February, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared David J. Gallo, 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 capacities, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed this instrument.



LISA KRONENBERG
Notary Public
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6326479
Qualified in Nassau County
My Commission Expires 06-15-2023

[Acknowledgment Page to Ratification and Reaffirmation Agreement (Guaranty)]

Paul V. O'Brien

From: Matt Braunstein <Matt.Braunstein@RaymondJames.com>
Sent: Thursday, February 16, 2023 6:12 PM
To: Anthony E. Bargnesi; Jillian Dunbar; 'Vanessa Robins'; Milan K. Tyler; 'Schatz, Matthew'; 'john.fanciullo@hklaw.com'; Victoria L. Grady; 'agiosa@georgicagreen.com'; 'atolpin@georgicagreen.com'; 'davidgallo@georgicagreen.com'; 'lkelly@georgicagreen.com'; 'matthewardito@georgicagreen.com'; Darryl Seavey; Christopher J. Babcock; Geoffrey J. Cannon; Sarah C. Hetzer; 'Singh, Matthew G'; 'celiopoulos@milesstockbridge.com'; 'jhausman@milesstockbridge.com'; 'Kathleen.Furey@hklaw.com'; Paul V. O'Brien; Erica Svendsen; 'Kevin Campbell'; 'Jacquelyn Behan'; 'Jocelynn Tuite'; 'Sarah.Morrison@barings.com'; 'Mark.Pinkowski@barings.com'; 'Daron.Tubian@barings.com'; 'Christopher.Connors@hklaw.com'; Dawna Steelman; Hannah Hutchison; Crean, Kevin J; mmiller@nassaucountyny.gov; Zamenick, Amy (HCR)
Subject: RE: Garvies Point - IDA Amendment Documents

[EXTERNAL SENDER] DO NOT CLICK links or attachments unless you recognize the sender's email address and know the content is safe.

Hi all,

No issue/comments from the KH/RJ team.

Thanks,

Matt

-Current Number: 347-266-9165
-New Address Below

MATT BRAUNSTEIN
Director of Acquisitions

Raymond James Affordable Housing Investments
T 212.883.6562 // F 212.885.1808
320 Park Avenue, 11th Floor, New York, NY 10022

From: Anthony E. Bargnesi <ABargnesi@chwattys.com>
Sent: Thursday, February 16, 2023 10:48 AM
To: 'Jillian Dunbar' <JDunbar@phillipslytle.com>; 'Vanessa Robins' <Vanessa.Robins@amtrustgroup.com>; 'Milan K. Tyler' <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; 'john.fanciullo@hklaw.com' <john.fanciullo@hklaw.com>; 'Victoria L. Grady' <VGrady@phillipslytle.com>; Matt Braunstein <matt.braunstein@raymondjames.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com' <lkelly@georgicagreen.com>; 'matthewardito@georgicagreen.com' <matthewardito@georgicagreen.com>; Darryl Seavey

<darryl.seavey@raymondjames.com>; Christopher J. Babcock <CBabcock@chwattys.com>; Geoffrey J. Cannon <GCannon@chwattys.com>; Sarah C. Hetzer <SHetzer@chwattys.com>; 'Singh, Matthew G' <Matthew.Singh@td.com>; 'celiopoulos@milesstockbridge.com' <celiopoulos@milesstockbridge.com>; 'jhausman@milesstockbridge.com' <jhausman@milesstockbridge.com>; 'Kathleen.Furey@hkllaw.com' <Kathleen.Furey@hkllaw.com>; 'Paul V. O'Brien' <POBrien@phillipslytle.com>; 'Erica Svendsen' <ESvendsen@phillipslytle.com>; 'Kevin Campbell' <Kevin.Campbell@amtrustgroup.com>; 'Jacquelyn Behan' <Jacquelyn.Behan@amtrustgroup.com>; 'Jocelynn Tuite' <Jocelynn.Tuite@amtrustgroup.com>; 'Sarah.Morrison@barings.com' <Sarah.Morrison@barings.com>; 'Mark.Pinkowski@barings.com' <Mark.Pinkowski@barings.com>; 'Daron.Tubian@barings.com' <Daron.Tubian@barings.com>; 'Christopher.Connors@hkllaw.com' <Christopher.Connors@hkllaw.com>; Dawna Steelman <dsteelman@kleinhornig.com>; Hannah Hutchison <hhutchison@kleinhornig.com>; Crean, Kevin J <kcrean@nassaucountyny.gov>; mmiller@nassaucountyny.gov; Zamenick, Amy (HCR) <Amy.Zamenick@hcr.ny.gov>
Subject: RE: Garvies Point - IDA Amendment Documents

All –

Attached hereto please find draft amendment documents with respect to the IDA documents entered into at closing, which extend the sales tax exemption provided pursuant thereto for an additional year to January 31, 2024.

Pursuant to Section 12.19(C) of the A&R Leaseback Agreement (see below for ease of reference), we are requesting that you please review the attached and provide any comments that you may have to us, or, alternatively, if you do not have any comments, please provide confirmation that the attached are acceptable so that we can proceed with finalizing same.

Definition of Banks from A&R Leaseback Agreement:

WHEREAS, in order to finance a portion of the costs of the Project, TD Bank, N.A., a national banking association, Barings Affordable Housing Mortgage Fund III LLC, a Delaware limited liability company, Freddie Mac, Housing Trust Fund Corporation, New York State Division of Housing and Community Renewal and Nassau County (collectively, with their successors and/or assigns, the "Bank"), may make loans to the Company (collectively, the "Bank Loan"), which Bank Loan will be evidenced by one (1) or more promissory notes (together with all modifications, renewals and replacements therefore, collectively, the "Bank Note") made by the Company to the Bank in the aggregate principal amount of the Bank Loan and/or one (1) or more loan agreements; and

Section 12.19(C) of the A&R Leaseback Agreement:

(C) The Bank (or its designee or nominee pursuant to subsection (D) below) shall not become liable under the provisions of this Leaseback Agreement or the other Transaction Documents unless and until such time as it becomes, and then only for as long as it remains, the owner of the Block G Project Facility. In the event that the Bank (or such designee or nominee) shall become the owner of the Block G Project Facility, the Bank (and such designee or nominee) shall not be bound by any modification or amendment of this Leaseback Agreement or any other Transaction Document made subsequent to the Closing Date unless the Bank shall have consented (which consent shall not be unreasonably withheld, conditioned or delayed) in writing to such modification or amendment. The Bank shall have ten (10) Business Days to consent or deny consent to any such modification or amendment and the Bank's failure to consent or deny consent in writing within such period shall be deemed to mean that the Bank has consented to the amendment or modification in question.

Thanks,

Anthony E. Bargnesi

Associate

Cannon Heyman & Weiss, LLP

direct: 518-807-0211

mobile: 518-526-6884

main: 888-CHW-ATTY (249-2889)

email: ABargnesi@chwattys.com

From: Anthony E. Bargnesi

Sent: Tuesday, October 5, 2021 2:50 PM

To: Jillian Dunbar <JDunbar@phillipslytle.com>; Vanessa Robins <Vanessa.Robins@amtrustgroup.com>; Milan K. Tyler <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; 'john.fanciullo@hklaw.com' <john.fanciullo@hklaw.com>; Victoria L. Grady <VGrady@phillipslytle.com>; 'matt.braunstein@raymondjames.com' <matt.braunstein@raymondjames.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com' <lkelly@georgicagreen.com>; 'matthewardito@georgicagreen.com' <matthewardito@georgicagreen.com>; 'darryl.seavey@raymondjames.com' <darryl.seavey@raymondjames.com>; Christopher J. Babcock <cbabcock@chwattys.com>; Geoffrey J. Cannon <gcannon@chwattys.com>; Sarah C. Hetzer <shetzer@chwattys.com>; 'Singh, Matthew G' <Matthew.Singh@td.com>; 'celiopoulos@milesstockbridge.com' <celiopoulos@milesstockbridge.com>; 'dsteelman@milesstockbridge.com' <dsteelman@milesstockbridge.com>; 'hhutchison@milesstockbridge.com' <hhutchison@milesstockbridge.com>; 'jhausman@milesstockbridge.com' <jhausman@milesstockbridge.com>; 'Kathleen.Furey@hklaw.com' <Kathleen.Furey@hklaw.com>; Paul V. O'Brien <POBrien@phillipslytle.com>; Erica Svendsen <ESvendsen@phillipslytle.com>; Kevin Campbell <Kevin.Campbell@amtrustgroup.com>; Jacquelyn Behan <Jacquelyn.Behan@amtrustgroup.com>; Jocelynn Tuite <Jocelynn.Tuite@amtrustgroup.com>; 'Sarah.Morrison@barings.com' <Sarah.Morrison@barings.com>; 'Mark.Pinkowski@barings.com' <Mark.Pinkowski@barings.com>; 'Daron.Tubian@barings.com' <Daron.Tubian@barings.com>; 'Christopher.Connors@hklaw.com' <Christopher.Connors@hklaw.com>

Subject: RE: Garvies Point - Nassau County HOME Loan

All –

Attached please find the final, executed HOME loan documents that we just received from the County.

Thanks,

From: Jillian Dunbar <JDunbar@phillipslytle.com>

Sent: Monday, September 20, 2021 4:04 PM

To: Anthony E. Bargnesi <ABargnesi@chwattys.com>; Vanessa Robins <Vanessa.Robins@amtrustgroup.com>; Milan K. Tyler <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; 'john.fanciullo@hklaw.com' <john.fanciullo@hklaw.com>; Victoria L. Grady <VGrady@phillipslytle.com>; 'matt.braunstein@raymondjames.com' <matt.braunstein@raymondjames.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com' <lkelly@georgicagreen.com>; 'matthewardito@georgicagreen.com' <matthewardito@georgicagreen.com>; 'darryl.seavey@raymondjames.com' <darryl.seavey@raymondjames.com>; Christopher J. Babcock <CBabcock@chwattys.com>; Geoffrey J. Cannon <GCannon@chwattys.com>; Sarah C. Hetzer <SHetzer@chwattys.com>; 'Singh, Matthew G' <Matthew.Singh@td.com>; 'celiopoulos@milesstockbridge.com' <celiopoulos@milesstockbridge.com>; 'dsteelman@milesstockbridge.com' <dsteelman@milesstockbridge.com>; 'hhutchison@milesstockbridge.com' <hhutchison@milesstockbridge.com>;

Paul V. O'Brien

From: Furey, Kathleen M (SCT - X73479) <Kathleen.Furey@hklaw.com>
Sent: Thursday, March 9, 2023 10:44 AM
To: Anthony E. Bargnesi; Matt Braunstein; Jillian Dunbar; 'Vanessa Robins'; Milan K. Tyler; 'Schatz, Matthew'; Victoria L. Grady; 'agiosa@georgicagreen.com'; 'atolpin@georgicagreen.com'; 'davidgallo@georgicagreen.com'; 'lkelly@georgicagreen.com'; 'matthewardito@georgicagreen.com'; Darryl Seavey; Christopher J. Babcock; Geoffrey J. Cannon; Sarah C. Hetzer; 'Singh, Matthew G'; 'celiopoulos@milesstockbridge.com'; 'jhausman@milesstockbridge.com'; Paul V. O'Brien; Erica Svendsen; 'Kevin Campbell'; 'Jacquelyn Behan'; 'Jocelynn Tuite'; 'Mark.Pinkowski@barings.com'; 'Daron.Tubian@barings.com'; Dawna Steelman; Hannah Hutchison; Crean, Kevin J; mmiller@nassaucountyny.gov; Zamenick, Amy (HCR); Daron Tubian (Daron.Tubian@Barings.com)
Subject: FW: Garvies Point - IDA Amendment Documents
Attachments: IDA - ST-60 Form 2.15.23 (1174390.1).pdf; IDA - Ratification and Reaffirmation Agreement (Guaranty) 2.15.23 (1174389.1).doc; IDA - Ratification and Reaffirmation Agreement (Environmental Compliance and Indemnification Agreement) 2.15.23 (1174388.1).doc; IDA - Closing List (Glen Cove IDA) 2.15.23 (1174387.1).doc; IDA - Sales Tax Agency Agreement 2.15.23 (1174386.1).doc; IDA - Amendment No. 1 to A&R Leaseback Agreement 2.15.23 (1174385.1).doc

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On behalf of Barings, the amendment documents are acceptable

Kathleen Furey | Holland & Knight

Partner

Holland & Knight LLP

One Stamford Plaza, 263 Tresser Boulevard Suite 1400 | Stamford, Connecticut 06901

Phone 212.513.3479 | Fax 203.905.4501

kathleen.furey@hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)

From: Anthony E. Bargnesi <ABargnesi@chwattys.com>
Sent: Tuesday, February 28, 2023 9:31 AM
To: Matt Braunstein <Matt.Braunstein@RaymondJames.com>; 'Jillian Dunbar' <JDunbar@phillipslytle.com>; 'Vanessa Robins' <Vanessa.Robins@amtrustgroup.com>; 'Milan K. Tyler' <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; Fanciullo, John A (BOS - X72021) <john.fanciullo@hklaw.com>; 'Victoria L. Grady' <VGrady@phillipslytle.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com' <lkelly@georgicagreen.com>; 'matthewardito@georgicagreen.com' <matthewardito@georgicagreen.com>; Darryl Seavey <Darryl.Seavey@RaymondJames.com>; Christopher J. Babcock <CBabcock@chwattys.com>; Geoffrey J. Cannon <GCannon@chwattys.com>; Sarah C. Hetzer <SHetzer@chwattys.com>; 'Singh, Matthew G' <Matthew.Singh@td.com>; 'celiopoulos@milesstockbridge.com' <celiopoulos@milesstockbridge.com>; 'jhausman@milesstockbridge.com' <jhausman@milesstockbridge.com>; Furey, Kathleen M (SCT - X73479) <Kathleen.Furey@hklaw.com>; 'Paul V. O'Brien' <POBrien@phillipslytle.com>; 'Erica

Svendsen' <ESvendsen@phillipslytle.com>; 'Kevin Campbell' <Kevin.Campbell@amtrustgroup.com>; 'Jacquelyn Behan' <Jacquelyn.Behan@amtrustgroup.com>; 'Jocelynn Tuite' <Jocelynn.Tuite@amtrustgroup.com>; 'Sarah.Morrison@barings.com' <Sarah.Morrison@barings.com>; 'Mark.Pinkowski@barings.com' <Mark.Pinkowski@barings.com>; 'Daron.Tubian@barings.com' <Daron.Tubian@barings.com>; Connors, Christopher M (BOS - X72055) <Christopher.Connors@hklaw.com>; Dawna Steelman <dsteelman@kleinhornig.com>; Hannah Hutchison <hhutchison@kleinhornig.com>; Crean, Kevin J <kcrean@nassaucountyny.gov>; mmiller@nassaucountyny.gov; Zamenick, Amy (HCR) <Amy.Zamenick@hcr.ny.gov>
Subject: RE: Garvies Point - IDA Amendment Documents

[External email]

Thank you, Matt.

If anyone else has any comments to the IDA extension documents (reattached hereto for ease of reference), please provide same by this **Thursday, March 2nd**, which is 10 business days from when the extension documents were circulated via my below email, in accordance with Section 12.19(C) of the A&R Leaseback Agreement.

Anthony E. Bargnesi

Associate

Cannon Heyman & Weiss, LLP

direct: 518-807-0211

mobile: 518-526-6884

main: 888-CHW-ATTY (249-2889)

email: ABargnesi@chwattys.com

From: Matt Braunstein <Matt.Braunstein@RaymondJames.com>

Sent: Thursday, February 16, 2023 6:12 PM

To: Anthony E. Bargnesi <ABargnesi@chwattys.com>; 'Jillian Dunbar' <JDunbar@phillipslytle.com>; 'Vanessa Robins' <Vanessa.Robins@amtrustgroup.com>; 'Milan K. Tyler' <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; 'John.fanciullo@hklaw.com' <john.fanciullo@hklaw.com>; 'Victoria L. Grady' <VGrady@phillipslytle.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com' <lkelly@georgicagreen.com>; 'matthewardito@georgicagreen.com' <matthewardito@georgicagreen.com>; Darryl Seavey <Darryl.Seavey@RaymondJames.com>; Christopher J. Babcock <CBabcock@chwattys.com>; Geoffrey J. Cannon <GCannon@chwattys.com>; Sarah C. Hetzer <SHetzer@chwattys.com>; 'Singh, Matthew G' <Matthew.Singh@td.com>; 'celiopoulos@milesstockbridge.com' <celiopoulos@milesstockbridge.com>; 'jhausman@milesstockbridge.com' <jhausman@milesstockbridge.com>; 'Kathleen.Furey@hklaw.com' <Kathleen.Furey@hklaw.com>; 'Paul V. O'Brien' <POBrien@phillipslytle.com>; 'Erica Svendsen' <ESvendsen@phillipslytle.com>; 'Kevin Campbell' <Kevin.Campbell@amtrustgroup.com>; 'Jacquelyn Behan' <Jacquelyn.Behan@amtrustgroup.com>; 'Jocelynn Tuite' <Jocelynn.Tuite@amtrustgroup.com>; 'Sarah.Morrison@barings.com' <Sarah.Morrison@barings.com>; 'Mark.Pinkowski@barings.com' <Mark.Pinkowski@barings.com>; 'Daron.Tubian@barings.com' <Daron.Tubian@barings.com>; 'Christopher.Connors@hklaw.com' <Christopher.Connors@hklaw.com>; Dawna Steelman <dsteelman@kleinhornig.com>; Hannah Hutchison <hhutchison@kleinhornig.com>; Crean, Kevin J <kcrean@nassaucountyny.gov>; mmiller@nassaucountyny.gov; Zamenick, Amy (HCR) <Amy.Zamenick@hcr.ny.gov>

Subject: RE: Garvies Point - IDA Amendment Documents

[EXTERNAL SENDER] DO NOT CLICK links or attachments unless you recognize the sender's email address and know the content is safe

Hi all,

Paul V. O'Brien

From: Erinn Prestidge
Sent: Tuesday, March 7, 2023 9:23 AM
To: Milan K. Tyler; Anthony E. Bargnesi
Cc: Jillian Dunbar
Subject: RE: Garvies Point - IDA Amendment Documents

[EXTERNAL SENDER] DO NOT CLICK links or attachments unless you recognize the sender's email address and know the content is safe.

Thank you. No further comments.

From: Milan K. Tyler <MTyler@phillipslytle.com>
Sent: Tuesday, March 7, 2023 9:17 AM
To: Anthony E. Bargnesi <ABargnesi@chwattys.com>; Erinn Prestidge <EPrestidge@phillipslytle.com>
Subject: RE: Garvies Point - IDA Amendment Documents

Done. Not redlined.

From: Anthony E. Bargnesi <ABargnesi@chwattys.com>
Sent: Monday, March 6, 2023 4:05 PM
To: Erinn Prestidge <EPrestidge@phillipslytle.com>
Cc: Milan K. Tyler <MTyler@phillipslytle.com>
Subject: RE: Garvies Point - IDA Amendment Documents

Thanks, Erinn.

Looping in Milan regarding your below remaining comment.

Anthony E. Bargnesi
Associate
Cannon Heyman & Weiss, LLP
direct: 518-807-0211
mobile: 518-526-6884
main: 888-CHW-ATTY (249-2889)
email: ABargnesi@chwattys.com

From: Erinn Prestidge <EPrestidge@phillipslytle.com>
Sent: Monday, March 6, 2023 3:55 PM
To: Anthony E. Bargnesi <ABargnesi@chwattys.com>
Subject: RE: Garvies Point - IDA Amendment Documents

[EXTERNAL SENDER] DO NOT CLICK links or attachments unless you recognize the sender's email address and know the content is safe.

Anthony,

I believe paragraph 4 reference to 4.1(E) should also be changed to Leaseback Agreement instead of Lease.

From: Anthony E. Bargnesi <ABargnesi@chwattys.com>

Sent: Monday, March 6, 2023 1:26 PM

To: Erinn Prestidge <EPrestidge@phillipslytle.com>; Matt Braunstein <Matt.Braunstein@RaymondJames.com>; Jillian Dunbar <JDunbar@phillipslytle.com>; 'Vanessa Robins' <Vanessa.Robins@amtrustgroup.com>; Milan K. Tyler <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; 'John.Fanciullo@hklaw.com' <John.Fanciullo@hklaw.com>; Victoria L. Grady <VGrady@phillipslytle.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com' <lkelly@georgicagreen.com>; 'matthewardito@georgicagreen.com' <matthewardito@georgicagreen.com>; Darryl Seavey <Darryl.Seavey@RaymondJames.com>; Christopher J. Babcock <CBabcock@chwattys.com>; Geoffrey J. Cannon <GCannon@chwattys.com>; Sarah C. Hetzer <SHetzer@chwattys.com>; 'Singh, Matthew G' <Matthew.Singh@td.com>; 'celiopoulos@milesstockbridge.com' <celiopoulos@milesstockbridge.com>; 'jhausman@milesstockbridge.com' <jhausman@milesstockbridge.com>; 'Kathleen.Furey@hklaw.com' <Kathleen.Furey@hklaw.com>; Paul V. O'Brien <POBrien@phillipslytle.com>; Erica Svendsen <ESvendsen@phillipslytle.com>; 'Kevin Campbell' <Kevin.Campbell@amtrustgroup.com>; 'Jacquelyn Behan' <Jacquelyn.Behan@amtrustgroup.com>; 'Jocelynn Tuite' <Jocelynn.Tuite@amtrustgroup.com>; 'Sarah.Morrison@barings.com' <Sarah.Morrison@barings.com>; 'Mark.Pinkowski@barings.com' <Mark.Pinkowski@barings.com>; 'Daron.Tubian@barings.com' <Daron.Tubian@barings.com>; 'Christopher.Connors@hklaw.com' <Christopher.Connors@hklaw.com>; Dawna Steelman <dsteelman@kleinhornig.com>; Hannah Hutchison <hhutchison@kleinhornig.com>; Crean, Kevin J <kcrean@nassaucountyny.gov>; mmiller@nassaucountyny.gov; Zamenick, Amy (HCR) <Amy.Zamenick@hcr.ny.gov>

Subject: RE: Garvies Point - IDA Amendment Documents

Erinn –

Revised Sales Tax Agency Agreement is attached to address your below comments. If the attached is acceptable, please confirm that you are signed off.

Thanks,

Anthony E. Bargnesi

Associate

Cannon Heyman & Weiss, LLP

direct: 518-807-0211

mobile: 518-526-6884

main: 888-CHW-ATTY (249-2889)

email: ABargnesi@chwattys.com

From: Erinn Prestidge <EPrestidge@phillipslytle.com>

Sent: Tuesday, February 28, 2023 1:54 PM

To: Anthony E. Bargnesi <ABargnesi@chwattys.com>; Matt Braunstein <Matt.Braunstein@RaymondJames.com>; Jillian Dunbar <JDunbar@phillipslytle.com>; 'Vanessa Robins' <Vanessa.Robins@amtrustgroup.com>; Milan K. Tyler <MTyler@phillipslytle.com>; 'Schatz, Matthew' <Matthew.Schatz@td.com>; 'John.Fanciullo@hklaw.com' <John.Fanciullo@hklaw.com>; Victoria L. Grady <VGrady@phillipslytle.com>; 'agiosa@georgicagreen.com' <agiosa@georgicagreen.com>; 'atolpin@georgicagreen.com' <atolpin@georgicagreen.com>; 'davidgallo@georgicagreen.com' <davidgallo@georgicagreen.com>; 'lkelly@georgicagreen.com'



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(1/18)

The Industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY			IDA project number (use OSC numbering system for projects after 1998) 2801-21-01A
Street address 9-13 Glen Street			Telephone number (516) 676-1625
City Glen Cove	State NY	ZIP code 11542	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent GARVIES POINT WORKFORCE LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 84-3535248
Street address 50 Jericho Quadrangle, Suite 118		Telephone number (516) 470-9100	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Jericho	State NY	ZIP code 11753	Email address (optional)

Project information

Name of project 2021 Georgica Green Workforce Housing Project			
Street address of project site Private Use Improvement Area Lot 619			
City Glen Cove	State NY	ZIP code 11542	Email address (optional)
Purpose of project Other: Housing			
** Issued solely to reflect an extension of the date the project operator or agent status ends. **			

Description of goods and services intended to be exempted from New York State and local sales and use taxes

Furniture, fixtures, machinery and equipment; construction materials.

Date project operator or agent appointed (mmddyy) 052721	Date project operator or agent status ends (mmddyy) 013124	Mark an X in the box if this is an extension to an original project: <input checked="" type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 15,400,000.00		Estimated value of New York State and local sales and use tax exemption provided: 1,328,250.00

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Ann S. Fangmann	Print title Executive Director
Signature 	Date 3/7/23
Telephone number (516) 676-1625	



Phillips Lytle LLP

March 13, 2023

New York State Tax Department
IDA Unit
W.A. Harriman Campus
Albany, NY 12227

Re: Glen Cove Industrial Development Agency (the "Agency") Project with Garvies
Point Workforce, LLC; Project No. 2801-21-01A

Dear Ladies and Gentlemen:

At the request and direction of the Agency, enclosed herewith is an IDA Appointment of Project Operator or Agent Form (Form ST-60) with respect to the above-referenced project, which reflects an extension of the expiry date of the original ST-60 filed for this project.

Please call us if you have any questions.

Very truly yours,

Phillips Lytle LLP

By 

Paul V. O'Brien

Encl.

cc: Ann S. Fangmann (w/ encl. by e-mail)

ATTORNEYS AT LAW

1205 FRANKLIN AVENUE PLAZA SUITE 390 GARDEN CITY, NY 11530-1629 PHONE 516 742 5201 FAX 516 742 3910

NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | WASHINGTON, DC | CANADA: WATERLOO REGION | PHILLIPSLYTL.COM