



BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Thomas E. Dolan
Chief Executive Officer

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: Sept. 22, 2021

APPLICATION OF: Rejuvenol Laboratories Inc./132 Lincoln Ave. Realty, LLC/130 Lincoln Ave. Realty, LLC
Company Name of Beneficial User of Proposed Project
(Not Realty or Special Purpose Entity (SPE) created for liability)

CURRENT ADDRESS: 130 Lincoln Street a/k/a Lincoln Avenue
Coplague, New York 11726

ADDRESS OF PROPERTY TO RECEIVE BENEFITS: 132 Lincoln Street and 130 Lincoln Street
Coplague, New York 11726

132 Lincoln:	Tax Map #	District <u>0100</u>	Section <u>174.00</u>	Block <u>04.00</u>	Lot (s) <u>052.004</u>
130 Lincoln:		<u>0100</u>	<u>174.00</u>	<u>04.00</u>	<u>059.004</u>

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Part I: User (Applicant) & Owner Data (if different)**1. User Data (Applicant):**

A. User: Rejuvenol Laboratories, Inc.

Address: 130 Lincoln Avenue

Copiapue, New York 11726

Federal Employer ID #: [REDACTED]

Website: www.rejuvenol.com

NAICS Code: 325620

(The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. www.census.gov/eos/www/naics/)

Name of User Officer Certifying Application: [REDACTED]

Title of Officer: [REDACTED]

Phone Number: [REDACTED]

E-mail: [REDACTED]

B. Business Type:Sole Proprietorship ☐Partnership ☐Privately Held ☒Public Corporation ☐

Listed on _____

State of Incorporation/Formation: New York Corporation

C. Nature of Business:

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____")

Manufacturer and distributor of hair care products and related salon and skin care products.

D. User Counsel:

Firm Name: Presberg Law, PC

Address: 100 Corporate Plaza, Suite B102

Islandia, New York 11749

Individual Attorney: Andrew Presberg, Esq.

Phone Number: 631-232-4444

E-mail: apresberg@presberg.com

E. Principal Stockholders, Members or Partners, if any, of the User (5% or more equity):

Name	Percent Owned
Bart Tarulli	100%

F. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, member, officer, director or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

Yes- Bart Tarulli filed bankruptcy in 1994 due to prior failed construction business. Discharged 9/19/1995.

- ii. been convicted of a felony, or misdemeanor, or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

No

G. If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.

132 Lincoln Ave. Realty, LLC and 130 Lincoln Ave. Realty, LLC

H. Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

No

I. List parent corporation, sister corporations and subsidiaries:

None

- J. Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

Yes- 130 Lincoln Ave 2012 Town of Babylon Project

- K. List major bank references of the User:

First National Bank of Long Island

2. Owner Data

**** (for co-applicants for assistance or where a landlord/tenant relationship will exist between the owner and the user) ****

- A. Owner (together with the User, the "Applicant"): 130 Lincoln Ave. Realty LLC & 132 Lincoln Realty LLC

Address: 130 Lincoln Avenue, Copiague, New York 11726

Federal Employer ID # [REDACTED] Website: www.rejuvenol.com

NAICS Code: 551112

Name of Owner Officer Certifying Application: [REDACTED]

Title of Officer: [REDACTED]

Phone Number: [REDACTED]

E-mail: [REDACTED]

- B. Business Type:

Sole Proprietorship ☐

Partnership ☐

Privately Held ☒

Public Corporation ☐

Listed on _____

State of Incorporation/Formation: New York LLC

- C. Nature of Business:

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____"; or "real estate holding company")

Realty holding company.

D. Are the User and the Owner Related Entities? Yes ☒ No ☐

i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: Presberg Law, P C

Address: 100 Corporate Plaza, Suite B102

Islandia, New York 11749

Individual Attorney: Andrew Presberg, Esq.

Phone Number: 631-232-4444 E-mail: apresberg@presberg.com

F. Principal Stockholders or Partners, if any (5% or more equity):

Name	Percent Owned
<u>Bart Tarulli</u>	<u>100%</u>
<u></u>	<u></u>
<u></u>	<u></u>

G. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, officer, director or other entity with which any of these individuals is or has been associated with:

i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

ii. been convicted of a felony or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

- H. If any of the above persons (see "F", above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.

- I. Is the Owner related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

- J. List parent corporation, sister corporations and subsidiaries:

- K. Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

- L. List major bank references of the Owner:

Part II – Operation at Current Location

1. Current Location Address: 130 Lincoln Avenue, Copiague, New York 11726 and 100 Court Street, Copiague, NY

2. Owned or Leased: owned

3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):

Approximately 33,000 sq. ft. building; 1.9 acres at 130 Lincoln Avenue and 6.264 sq. ft at 100 Court Street, Copiague

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:

manufacturer and distributor of hair care products and related salon and skin care products

5. Are other facilities or related companies of the Applicant located within the State?

Yes ☒ No ☐

A. If yes, list the Address: 130 Lincoln Avenue and 100 Court Street, Copiague, New York 11726

6. If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? Yes ☐ No ☒

A. If no, explain how current facilities will be utilized: Existing manufacturing facilities at 130 Lincoln

and warehousing at 100 Court Street, Copiague, shall remain for same use.

B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

N/A

7. Has the Applicant actively considered sites in another state? Yes ☒ No ☐

A. If yes, please list states considered and explain: Applicant considered a consolidation of its two

existing facilities into one, new larger facility in Elizabeth, NJ.

8. Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes ☒ No ☐

A. Please explain: Existing facilities, plus proposed new facility is less efficient than relocating all three into one

larger one. With IDA benefits, the incentive to stay in New York increases.

9. Number of full-time employees at current location and average salary: _____

55

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Part III – Project Data**1. Project Type:**

A. What type of transaction are you seeking?: (Check one)

Straight Lease ☒ Taxable Bonds ☐ Tax-Exempt Bonds ☐Equipment Only Straight Lease ☐

B. Type of benefit(s) the Applicant is seeking: (Check all that apply)

Sales Tax Exemption ☒ Mortgage Recording Tax Exemption ☒Real Property Tax Abatement: ☒**2. Location of project:**A. Street Address: 132 Lincoln Avenue, Copiague, New York and 130 Lincoln Avenue, Copiague, New YorkB. Tax Map: District 0100 Section 174.00 Block 04.00 Lot(s) 052.004 & 059.004

C. Municipal Jurisdiction:

i. Village: _____

ii. School District: Copiagueiii. Library: CopiagueD. Acreage: 130 Lincoln: 1.9 acres
132 Lincoln: .68 acres**3. Project Components (check all appropriate categories):**

A. Construction of a new building

☐ Yes ☒ No

i. Square footage: _____

* B. Renovations of an existing building

☒ Yes ☐ Noi. Square footage: approx. 5,000 sq. ft.

C. Demolition of an existing building

☐ Yes ☒ No

i. Square footage: _____

D. Land to be cleared or disturbed

☐ Yes ☒ No

i. Square footage/acreage: _____

E. Construction of addition to an existing building

☐ Yes ☒ No

i. Square footage of addition: _____

ii. Total square footage upon completion: _____

F. Acquisition of an existing building

☒ Yes ☐ Noi. Square footage of existing building: approx 18,500

Town of Babylon Industrial Development Agency

* Renovations for 132 Lincoln Avenue will include minor, interior alterations and demising of certain interior walls.
No plans have been prepared or submitted to the Town at this point.

G. Installation of machinery and/or Equipment ☒ Yes ☐ No

i. List principal items or categories of equipment to be acquired: _____

Blow moulding and bottle printing equipment, office and communication equipment.

4. Current Use at Proposed Location:

A. Does the Applicant currently hold fee title to the proposed location? Yes as to 130 Lincoln

i. If no, please list the present owner of the site: Akorn Operating Company LLC
(owner of 132 Lincoln)

B. Present use of the proposed location: _____
Pharmaceutical manufacturing

C. Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) ☐ Yes ☒ No

i. If yes, explain: _____

D. Is there a purchase contract for the site? (if yes, attach): ☒ Yes ☐ No

E. Is there an existing or proposed lease for the site? (if yes, attach): ☐ Yes ☒ No

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Currently, Applicant imports 100% of its bottles and containers from China. Applicant is acquiring specialty

blow moulding and bottle printing equipment to be utilized for its products at this site and decrease its dependency

on foreign suppliers.

B. Proposed product lines and market demands: Hair care and salon products manufactured and

formulated in-house including private label and company branded lines.

C. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

N/A

D. Need/purpose for project (e.g., why is it necessary, effect on Applicant's business):

Applicant has insufficient space for expansion needs. Applicant owns building at 130 Lincoln Avenue which is
 100% occupied by it and also owns part of a property at 100 Court Street, Copague. Applicant's business continues
 to grow and cannot keep pace with market demands unless it has expansion capabilities. Applicant currently
 purchases all of its bottles from China and relocation will permit Applicant to do in-house bottle manufacturing
 and be less dependent upon Chinese products.

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes ☐ No ☒

- i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location? _____

6. Project Work:**A. Has construction work on this project begun? If yes, complete the following:**

i. Site Clearance:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
ii. Foundation:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
iii. Footings:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
iv. Steel:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
v. Masonry:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
vi. Other:	_____			

B. What is the current zoning? Light Industry**C. Will the project meet zoning requirements at the proposed location?**

Yes ☒ No ☐

D. If a variance or change of zoning is required, please provide the details/status of the variance or change of zone request:

N/A

E. Have site plans been submitted to the appropriate planning department? Yes ☐ No ☒

Does not require site plans. It may require interior alteration plans.

7. Project Completion Schedule:

A. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: on or about Jan, 2022 as to 132 Lincoln Avenue

ii. Construction/Renovation/Equipping: January, 2022

B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: _____

Acquisition of 132 Lincoln Avenue in January, 2022; Renovation and equipping completed in or about March, 2022;

and first use in or about April, 2022.

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Part IV – Project Costs and Financing**1. Project Costs:**

- A. Give an accurate estimate of cost necessary for the acquisition, construction, renovation, improvement and/or equipping of the project location:

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ 1,900,000.00
Building(s) demolition/construction	\$ -0-
Building renovation	\$ 250,000.00
Site Work	\$ -0-
Machinery and Equipment	\$ 100,000.00
Legal Fees	\$ 45,000.00
Architectural/Engineering Fees	\$ -0-
Financial Charges	\$ 10,000.00 (Title)
Other (Specify)	\$ 65,000.00 (IDA)
Total	\$ 2,370,000.00

2. Method of Financing:

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$	_____ years
B. Taxable bond financing:	\$	_____ years
C. Conventional Mortgage:	\$ 1,500,000	10 _____ years
D. SBA (504) or other governmental financing:	\$	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$	
F. Other loans:	\$	_____ years
G. Owner/User equity contribution:	\$ 870,000	_____ years

Total Project Costs \$ 2,370,000

- i. What percentage of the project costs will be financed from public sector sources?

0

3. Project Financing: (**Complete only if Bond Financing is being utilized**)

- A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes ☐ No ☐

i. If yes, provide detail on a separate sheet.

- B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

- C. Will any of the funds borrowed through Agency Bonds be used to repay or refinance an existing mortgage or outstanding loan? Give details:

- D. Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:

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Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

- A. Mortgage Amount for exemption (include sum total of construction/permanent/bridge financing):

\$ 1,500,000.00

- B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and current Mortgage Recording Tax Rate):

\$ 11,250.00

2. Sales and Use Tax Benefit:

- A. Gross amount of costs for goods and services that are subject to State and local Sales and Use Tax (such amount to benefit from the Agency's exemption):

\$ 100,000.00

- B. Estimated State and local Sales and Use Tax exemption (product of current State and Local Sales and Use Tax Rate and figure above):

\$ 8,625.00

- C. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in "B" above:

i. Owner: \$ _____

ii. User: \$ 8,625.00

3. Real Property Tax Benefit:

- A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit:

No

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 15 year

- ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

**** This application will not be deemed complete and final until Exhibit A hereto has been completed and executed.****

Part VI – Employment Data

1. List the Applicant's and each users present employment, and estimates of (i) employment at the proposed project location at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area* ("LMA") that would fill the full-time and part-time jobs at the end of year second year following completion:

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	55	65	70	100%
Part-Time**	0	0	0	0

* The Labor Market Area includes the Town of Babylon, Nassau and Suffolk Counties.

Full-Time Employee shall mean, with respect to an Annual Period, an individual on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a "full-time basis" (i.e., working at least a 35-hour week, subject to customary vacation, holiday and sick leave).

****Agency converts Part-time staff to Full-Time Equivalent Employee** as follows, with respect to an Annual Period, two (2) individuals on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a "part-time basis" (i.e., working at least a 20-hour week, subject to customary vacation, holiday and sick leave).

2. **Salary and Fringe Benefits:**

Category of Jobs to be Retained and Created	Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	2	\$184,028/year	
Professional	4	\$74,061/year	
Administrative	5	\$24,427/year	
Production	4	\$52,000/year	
Supervisor	1	\$124,072/year	
Laborer	54	\$29,120/year-\$67,600/year	
Other			
Total Retained & Future	70		

Note: The Agency reserves the right to visit the facility to confirm that job creation numbers are being met.

3. Annualized salary range of jobs to be created in the first two years (see question #1).

FROM \$ 29,120/year _____ TO \$ 67,600/year _____

4. List the number of *Construction jobs (if applicable) to be created by the Applicants Project.

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
* Full-Time	<u>2</u>	<u>0</u>	<u>0</u>
** Part-Time	_____	_____	_____

*Construction jobs are defined as full-time equivalents (FTE), or 2,080-hour units of labor (one construction period job equates to one full-time job for 1 year).

**A part-time or temporary job may be considered one job by other models, but would constitute only a fraction of a job. For example, if a laborer or craftsman worked only 3 months on a construction or renovation project (assuming no overtime), that would be considered one-quarter of a job.

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Part VII – Representations, Certifications and Indemnification

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)

Yes ☐ No ☒

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to:

- a. Labor practices,

(with respect to workers and/or their working conditions and/or their wages, including but not limited to pending or threatened labor strikes, hand billing, consumer boycotts, mass demonstrations or other similar incidents; unfair labor practices complaints; incurred, or potentially incurred, liability including withdrawal liability with respect to an employee benefit plan, including a pension plan; any complaints, claims, proceedings or litigation arising from alleged discrimination in the hiring, firing, promoting, compensating or general treatment of employees. Please consider "discrimination" to include sexual harassment.)

Yes ☐ No ☒ (If yes, furnish details on a separate sheet)

- b. hazardous wastes, environmental pollution,

Yes ☐ No ☒ (If yes, furnish details on a separate sheet)

- c. other operating practices

Yes ☐ No ☒ (If yes, furnish details on a separate sheet)

3. Is there a likelihood that the Applicant would not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)

Yes ☒ No ☐

New facility is needed to expand and allow for bottle/container manufacturing. Project expansion is too costly

without incentives.

4. If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?

Applicant would relocate and remove all existing jobs and municipality would lose incidental sales tax, payroll, etc.

5. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Initial 

6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the project will be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the "Referral Agencies"). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies.

Initial 

7. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

Initial 

8. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

Initial 

9. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial 

10. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Initial _____

11. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial _____

Initial after receipt and acceptance of Schedule A and Schedule B

12. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as Schedule A and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

Initial _____

13. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's Recapture Policy, attached hereto as Schedule B.

Initial _____

Part VIII – Submission of Materials

Please send under separate cover all information directly to Agency Counsel:

William F. Dudine, Partner
Katten Muchin Rosenman LLP
575 Madison Avenue
New York, NY 10022-2585

1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
3. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
4. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue.
5. Completed Long Environmental Assessment Form.
6. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. **Please remove or redact any employee Social Security numbers and note the full-time equivalency for part-time employees.**

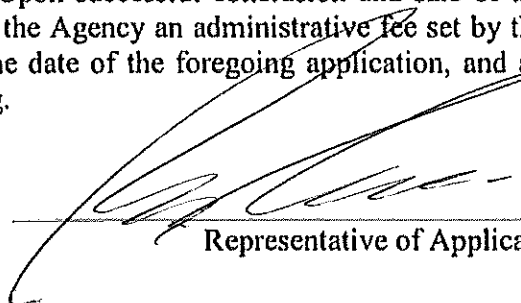
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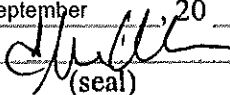
Part IX – Certification

Bart Tarulli (name of representative of company submitting application)
 deposes and says that he or she is the Member (title) of 132 Lincoln Ave. Realty, LLC,
 the corporation (company name) named in the attached application; that he or she has read the foregoing
 application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity
 named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of
 deponent's belief relative to all matters in said Application which are not stated upon his/her personal
 knowledge are investigations which deponent has caused to be made concerning the subject matter this
 Application, as well as information acquired by deponent in the course of his/her duties in connection
 with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is
 responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter
 referred to as the "Agency") in connection with this Application, the attendant negotiations and all
 matters relating to the provision of financial assistance to which this Application relates, whether or not
 ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or
 consummate necessary negotiations or fails to act within a reasonable or specified period of time to take
 reasonable, proper, or requested action or withdraws, abandons, cancels or neglects the application or if
 the Applicant is unable to find buyers willing to purchase the total bond issue required, then upon
 presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred
 with respect to the application, up to that date and time, including fees to bond or transaction counsel for
 the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the
 transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the
 Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all
 other appropriate fees, which amounts are payable at closing.


 Representative of Applicant

Sworn to me before this 22nd
 Day of September, 2021

 (seal)

EVONNE ARNOLD
 Notary Public, State of New York
 Registration #01AR4964182
 Qualified in Suffolk County
 Commission Expires March 26, 2022

Part IX -- Certification

Bart Tarulli (name of representative of company submitting application) deposes and says that he or she is the Member (title) of 130 Lincoln Ave. Realty, LLC, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as information acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels or neglects the application or if the Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.


Representative of Applicant

Sworn to me before this 14th
Day of October, 2021


(seal)

EVONNE ARNOLD
Notary Public, State of New York
Registration #01AR4964182
Qualified In Suffolk County
Commission Expires March 28, 2022

Part IX – Certification

Property Owner (if different from Applicant)

_____ (name of representative of owner submitting application)
deposes and says that he or she is the _____ (title) of _____,
the corporation (company name) named in the attached application; that he or she has read the foregoing
application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity
named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of
deponent's belief relative to all matters in said Application which are not stated upon his/her personal
knowledge are investigations which deponent has caused to be made concerning the subject matter this
Application, as well as information acquired by deponent in the course of his/her duties in connection
with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is
responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter
referred to as the "Agency") in connection with this Application, the attendant negotiations and all
matters relating to the provision of financial assistance to which this Application relates, whether or not
ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or
consummate necessary negotiations or fails to act within a reasonable or specified period of time to take
reasonable, proper, or requested action or withdraws, abandons, cancels or neglects the application or if
the Applicant is unable to find buyers willing to purchase the total bond issue required, then upon
presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred
with respect to the application, up to that date and time, including fees to bond or transaction counsel for
the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the
transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the
Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all
other appropriate fees, which amounts are payable at closing.

Representative of Applicant

Sworn to me before this _____
Day of _____, 20 _____

(seal)

EXHIBIT A

Proposed PILOT Schedule

Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule, together with the estimates of net exemptions based on estimated tax rates and assessment values to this Exhibit.

Exhibit A

Payments in Lieu of Taxes on the Land and the Buildings:

For the period commencing on the PILOT Commencement Date (hereinafter defined) until the **Abatement Termination Date** or (ii) the date on which the Agency no longer owns the Facility Realty, the Lessee shall make payment in lieu of real estate taxes (the "**PILOT Payments**"), as follows:

Definitions

X = the then current assessed value of Facility Realty from time to time

PILOT Commencement Date = the Taxable Status Date of the Town immediately following the date hereof.

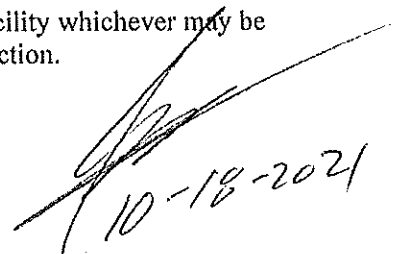
Normal Tax Due = those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be or may have been incorporated after the date hereof, within which the Project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the Lessee would pay without exemption.

Tax Year = the Tax Year of the Town commencing each December 1 and ending the following November 30.

Tax Year

1	50.000% Normal Tax Due on X
2	53.333% Normal Tax Due on X
3	56.666% Normal Tax Due on X
4	60.000% Normal Tax Due on X
5	63.333% Normal Tax Due on X
6	66.666% Normal Tax Due on X
7	70.000% Normal Tax Due on X
8	73.333% Normal Tax Due on X
9	76.666% Normal Tax Due on X
10	80.000% Normal Tax Due on X
11	83.333% Normal Tax Due on X
12	86.666% Normal Tax Due on X
13	90.000% Normal Tax Due on X
14	93.333% Normal Tax Due on X
15	96.666% Normal Tax Due on X
16 and thereafter	100% Normal Tax Due on X

The tax benefits provided for in this subsection shall be deemed to commence on the PILOT Commencement Date. In no event shall the Lessee be entitled to receive real property tax benefits due to the Project under this agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Lessee further covenants and agrees that for any period that the Agency continues to hold title to the Facility after termination, the Lessee shall pay 100% of the Normal Tax Due on X together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of this Section.


10-18-2021

Tax Savings for property with physical address of:

Rejuvenol Laboratories, Inc.

10/13/2021

130 Lincoln Street	0100-174.00-04.00-059.004	32780
132 Lincoln Street	0100-174.00-04.00-052.004	30290
Coplague, NY 11726		

Assuming:

Combined Assessed Value of: 63070

2020 -2021 Tax without Exemption 208,794 -

2020 -2021 PILOT Tax Rate of: 356.8684

Rate Increment of: 2.00%

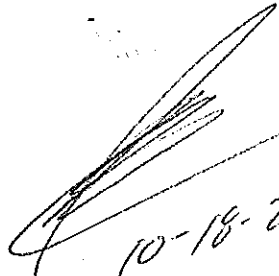
PILOT number of years 15

Abatements starting at 50%

Number of Years	Abatement %	PILOT %	Estimated Taxes To be Paid	Estimated Savings
1	50.0%	50.0%	\$ 122,001	\$ 117,000
2	46.7%	53.3%	132,216	111,500
3	43.4%	56.6%	142,793	105,700
4	40.1%	59.9%	153,742	99,600
5	36.8%	63.2%	165,074	93,250
6	33.5%	66.5%	176,800	86,600
7	30.2%	69.8%	188,931	79,600
8	26.9%	73.1%	201,479	72,350
9	23.6%	76.4%	214,498	64,700
10	20.3%	79.7%	227,915	56,750
11	17.0%	83.0%	241,784	48,500
12	13.7%	86.3%	256,120	39,850
13	10.4%	89.6%	270,934	30,900
14	7.1%	92.9%	286,240	21,500
15	3.8%	96.2%	302,052	11,750

Estimate Taxes to be paid \$ 3,082,579

Estimated Savings \$ 1,039,550


10-18-2021

SCHEDULE A

Agency's Fee Schedule

SCHEDULE A

Agency's Fee Schedule

Application 10/13/2021

Rejuvenol Laboratories, Inc.
130 Lincoln Street
0100-174.00-04.00-059.004
132 Lincoln Street
0100-174.00-04.00-052.004
Coplague, NY 11726

(SD COP)

Application Fee \$ 1,500

Estimated Public Hearing Notice \$ 1,000

Straight lease

1.25% of Hard costs + 1% of Est savings

Acquisition of 132 Lincoln St.	1,900,000	1.25%	\$ 23,750
Renovation	250,000	1.25%	3,125
Machinery & Equipment	100,000	1.25%	1,250
Soft Costs	120,000		
Total Project Cost	pg 14 2,370,000		

Estimated Savings 1% 10,590

		Uniform% of Value	
130 Lincoln Street	AV	0.0087	
.75% of FMV of existing building	32,780	3,767,816	0.75% 28,270

Estimated Closing fee \$ 66,985 \$ 66,985

Total Estimated Fees \$ 69,485

Estimated Savings

Est PILOT		15 @ 50	1,039,550
Est Mtg Rec	pg 16	\$ 1,500,000	0.75 11,250
Est Sales Tax	pg 16	\$ 100,000	0.08625 8,625
Estimated Savings			1,059,425
1% of Estimated Savings			10590

Applicant is responsible for all legal fees at closing, which include both local and project counsel.
Legal fees can generally range from \$25,000 to \$45,000 depending upon the size and complexity of the project.

[Signature]
10-16-2021

SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

Recapture of Agency Benefits. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide financial assistance to the Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

(a)(i) If there shall occur a Recapture Event after the date hereof, the Lessee or the Sublessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:

(A) one hundred per cent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first five (5) years after the date hereof;

(B) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the period from the sixth (6th) year through and including the eighth (8th) year after the date hereof;

(C) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the date hereof;

(D) forty per cent (40%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the date hereof; or

(E) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the eleventh (11th) year after the date hereof;

As used in this Section, the term "**Benefits**" shall mean, collectively:

(1) all real estate tax benefits which have accrued to the benefit of the Lessee or the Sublessee commencing from and after the "Commencement Date", and during the period of time that the Agency is the owner of the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under Section 4.3 hereof from those payments which the Lessee or the Sublessee would have been required to pay during the term of this Agreement (within the meaning of Section 3.2 hereof) had the Town determined the amount of such real estate taxes as would be due if the Lessee had been the owner of the Facility Realty during such term; and

(2) all miscellaneous benefits derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to, any exemption from any applicable state or local sales and use tax, mortgage recording tax and filing and recording fees accruing from and after the date hereof.



10-18-2021

As used in this Section, the term "**Recapture Event**" shall mean any of the following events:

- (1) The Lessee or the Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship);
- (2) The Lessee or the Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
- (3) The Lessee or the Sublessee shall have transferred all or substantially all of its employees within the Town to a location outside of the Town through no force majeure event;
- (4) The Lessee or the Sublessee shall have subleased all or any portion of the Facility in violation of the limitations imposed by Section 9.3 hereof, without the prior written consent of the Agency;
- (5) The Lessee or the Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility; or
- (6) Base Employment Reduction Percentage shall be greater than fifteen percent (15%) due to a Relocation Reduction occurring with respect to an Annual Period.

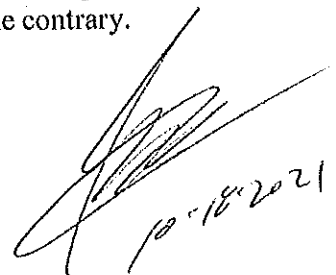
Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility, or (ii) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or any Affiliate.

(b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility or any portion thereof made within twelve (12) years of the Commencement Date, which notification shall set forth the terms of such Recapture Event and/or disposition.

(c) In the event any payment owing by the Lessee or the Sublessee under this Section shall not be paid on demand by the Lessee or the Sublessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed on delinquent payments of real property taxes until the Lessee or the Sublessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee or the Sublessee under this Section.

(e) The provisions of this Section shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.



10-18-2021

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Rejuvenol Laboratories, Inc./130 Lincoln Ave. Realty, LLC/132 Lincoln Ave. Realty, LLC			
Project Location (describe, and attach a location map): 132 Lincoln Avenue a/k/a Lincoln Street, Copiague, New York Dist 0100, Section 174.00, Block 04.00, Lot 059.004			
Brief Description of Proposed Action: Acquisition and interior, non-structural alterations of existing approximately 18,500 sq ft industrial building			
Name of Applicant or Sponsor: 132 Lincoln Ave. Realty, LLC		Telephone: 800-343-4224 E-Mail: shampooobart@aol.com	
Address: 130 Lincoln Avenue			
City/PO: Copiague		State: NY	Zip Code: 11726
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Building permit for interior alterations			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.9 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.9 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
		✓	
b. Consistent with the adopted comprehensive plan?			✓
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
			✓
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	✓		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	✓		
b. Are public transportation service(s) available at or near the site of the proposed action?			✓
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?			✓
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
			✓
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	
			✓
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	
			✓
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	✓		
b. Is the proposed action located in an archeological sensitive area?			✓
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	✓		
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			✓
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	✓		
16. Is the project site located in the 100 year flood plain?	NO	YES	
	✓		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
			✓
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ Existing drywells and storm drains. _____			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	✓	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: 132 Lincoln Ave. Realty, LLC Date: 9.22.21 Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
_____ Name of Lead Agency	_____ Date
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Rejuvenol Laboratories, Inc./130 Lincoln Ave. Realty, LLC/132 Lincoln Ave. Realty, LLC			
Project Location (describe, and attach a location map): 130 Lincoln Avenue a/k/a Lincoln Street, Copiague, New York Dist 0100, Section 174.00, Block 04.00, Lot 059.004			
Brief Description of Proposed Action: Equipping of existing premises (no alterations).			
Name of Applicant or Sponsor: 130 Lincoln Ave. Realty, LLC		Telephone: 800-343-4224 E-Mail: shampooobart@aol.com	
Address: 130 Lincoln Avenue			
City/PO: Copiague		State: NY	Zip Code: 11726
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Building permit for interior alterations			NO <input checked="" type="checkbox"/> YES
3.a. Total acreage of the site of the proposed action?		1.9 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.9 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
b. Consistent with the adopted comprehensive plan?		✓	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
		✓	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	✓		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation service(s) available at or near the site of the proposed action?	✓		
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		✓	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
		✓	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	
		✓	
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	
		✓	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
b. Is the proposed action located in an archeological sensitive area?	✓		
	✓		
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	✓		
	✓		
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	✓		
16. Is the project site located in the 100 year flood plain?	NO	YES	
	✓		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ Existing drywells and storm drains. _____	NO	YES	
		✓	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	✓	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: 130 Lincoln Ave. Realty, LLC	Date: 9-27-2021	
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: <ul style="list-style-type: none"> a. public / private water supplies? b. public / private wastewater treatment utilities? 		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PURCHASE AND SALE AGREEMENT

Between

AKORN OPERATING COMPANY LLC d/b/a HI-TECH PHARMACAL CO., INC.

SELLER,

and

132 LINCOLN AVE. REALTY, LLC

PURCHASER

Address:

**132 Lincoln Street
Copiague, New York 11726**

CONTRACT INFORMATION SUMMARY

ADDRESS: 132 Lincoln Street, Copiague, New York 11726

BLOCK/LOTS: Section: 174 Block: 4 Lot: 52.4 in Suffolk County

PURCHASE PRICE: One Million Nine Hundred Thousand and No/100 (\$1,900,000.00) Dollars.

INITIAL DEPOSIT: Ninety-Five Thousand and No/100 (\$95,000.00) Dollars due on the Effective Date.

ADDITIONAL DEPOSIT: In the event, Purchaser does not terminate this Agreement prior to the expiration of the Due Diligence Period, Ninety-Five Thousand and No/100 Dollars (\$95,000.00) due on or before 5:00 p.m. Eastern Time on the expiration date of the Due Diligence Period.

DUE DILIGENCE PERIOD: Expires the ninetieth (90th) day following the Effective Date, as provided in Article 8.

SCHEDULED CLOSING DATE: On or about the thirtieth (30th) day following the expiration of the Due Diligence Period.

PARTIES:
(address for notices)

SELLER: Akorn Operating Company LLC
d/b/a Hi-Tech Pharmacal Co., Inc.
1925 West Field Court, Suite 300
Lake Forest, IL 60045
Attn: Mike Casa
Phone: (631) 789-8228 x4578
Email: mike.casa@akorn.com

PURCHASER: 132 Lincoln Ave. Realty, LLC
130 Lincoln Street
Copiague, NY 11726
Attn: Bart Tarulli
Phone: (631) 897-5748
Email: shampoobart@aol.com

ESCROW AGENT: Katsky Korins LLP
605 Third Avenue, 17th Floor
New York, New York 10158
Attn: Matthew Danow, Esq.
Phone: (212) 716-3312
Email: mdanow@katskykorins.com

With copy to:
Katsky Korins LLP
605 Third Avenue, 17th Floor
New York, New York 10158
Attn: Matthew Danow, Esq.
Phone: (212) 716-3312
Email: mdanow@katskykorins.com

Presberg Law, P.C.
100 Corporate Plaza, Suite B102
Islandia, New York 11749
Attn: Andrew D. Presberg, Esq.
Phone: (631) 232-4444
Email: apresberg@presberg.com

The Contract Information Summary set forth above and any schedules and exhibit(s) attached to this Agreement are incorporated into and made a part of the following Agreement. In the event of any

inconsistency between the provisions of this Summary and the body of this Agreement, the provisions contained in the body of this Agreement shall control the rights of the parties and shall supersede any inconsistent provisions, as the case may be.

SCHEDULES & EXHIBITS

Exhibit A – Legal Description of the Land

Exhibit B – Permitted Exceptions to Title

Exhibit C – Form of Bill of Sale

AGREEMENT OF PURCHASE AND SALE

(132 Lincoln Street, Copiague, New York 11726)

THIS AGREEMENT OF PURCHASE AND SALE (this “**Agreement**”) is made as of August 30, 2021 (the “**Effective Date**”), by and between AKORN OPERATING COMPANY LLC d/b/a HI-TECH PHARMACAL CO., INC., a Delaware limited liability company, having an address at 1925 West Field Court, Suite 300, Lake Forest, IL 60045 (“**Seller**”), and 132 Lincoln Ave. Realty, LLC, a New York limited liability company, having an address at 130 Lincoln Street, Copiague, New York 11726 (“**Purchaser**”).

WITNESSETH:

1. AGREEMENT TO SELL AND PURCHASE; DESCRIPTION OF PROPERTY.

1.1 Seller shall sell to Purchaser and Purchaser shall purchase from Seller upon the terms and conditions set forth in this Agreement, all right, title and interest of Seller and to: (a) those certain parcels of land commonly known as 132 Lincoln Street, Copiague, New York 11726, as more particularly bounded and described in Exhibit A annexed hereto and incorporated herein (the “**Land**”); (b) the buildings, improvements, structures and fixtures located on the Land (collectively, the “**Improvements**”); (c) all other easements and rights appurtenant to the Land, including all rights of way, air, zoning and development rights, if any (collectively, the “**Appurtenant Rights**”); and (d) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property owned by Seller and attached or appurtenant to the property (collectively, the “**Personalty**”); the Land, Improvements, Appurtenant Rights and the Personalty (collectively, the “**Property**”).

2. PURCHASE PRICE AND PAYMENT; ESCROW.

2.1 The total purchase price payable to Seller for the Property is One Million Nine Hundred Thousand and No/100 (\$1,900,000.00) Dollars (the “**Purchase Price**”), subject to adjustment as herein provided.

2.2 The Purchase Price is payable as follows:

2.2.1.1 Simultaneously with the execution and delivery of this Agreement by the parties hereto, Purchaser shall deliver to Escrow Agent by Purchaser’s good check, subject to collection, or by wire transfer, the Initial Deposit of Ninety-Five Thousand and No/100 (\$95,000.00) Dollars (the “**Initial Deposit**”), which Initial Deposit shall be held by Escrow Agent in escrow pursuant to the terms of this Agreement and shall be non-refundable to Purchaser except as expressly provided in this Agreement.

2.2.1.2 Within two business days following the expiration of the Due Diligence Period, provided Purchaser has not delivered a Due Diligence Termination Notice (as hereinafter defined), pursuant to Section 8.1.2, Purchaser shall deliver the Additional Deposit of Ninety-Five Thousand and No/100 (\$95,000.00) Dollars (the “**Additional Deposit**”) to Escrow Agent, to be held by Escrow Agent in escrow pursuant

to the terms of this Agreement and shall be non-refundable to Purchaser except as expressly provided in this Agreement.

2.2.1.3 The “**Deposit**” shall include the Initial Deposit and the Additional Deposit (if and to extent made), in each case together with all interest accrued thereon.

2.2.1.4 The balance of the Purchase Price, less the Deposit, but subject to adjustments as provided herein, shall be paid by Purchaser, at Closing, in cash by wire transfer payable to the direct order of, or as otherwise directed, by Seller.

2.3 Purchaser expressly agrees and acknowledges that although the Property may include Personalty or other items of tangible personal property (collectively, the “**Tangible Property**”), such Tangible Property has no independent resale value, that no portion of the Purchase Price is allocated to such Tangible Property, and that no Tangible Property shall be sold to Purchaser in the event that the Closing does not occur. Notwithstanding the foregoing, Purchaser shall remain solely liable for the payment of any sales tax that may be imposed upon the transfer of any Tangible Property and shall indemnify, defend and hold Seller harmless from any and all such tax. The provisions of this Section 2.4 shall survive the Closing.

2.4 Escrow Agent shall hold the Deposit in escrow in a segregated attorney escrow or IOLA bank account at Bank United, until Closing or sooner termination of this Agreement and shall pay over or apply the Deposit in accordance with the terms of this Section 2.4 (or, if applicable, Escrow Agent shall return the Deposit to Purchaser pursuant to Section 8.1.2 if Purchaser timely delivers a Due Diligence Termination Notice (hereinafter defined) pursuant to said Section 8.1.2).

2.4.1.1 The Social Security or Federal Identification Numbers of the parties shall be furnished to Escrow Agent upon request.

2.4.1.2 The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience and that Escrow Agent shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrow Agent), indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses (including reasonable attorneys’ fees whether services are performed in-house or by another firm or counsel) incurred in connection with the performance of Escrow Agent’s duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent. For purposes of clarity, Escrow Agent is not charging for its ministerial duties in acting as Escrow Agent described herein.

2.4.1.3 Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be

selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

2.4.1.4 Escrow Agent acknowledges receipt of the Deposit by check, subject to collection, or by wire transfer and Escrow Agent's agreement to the provisions of this Section 2.4 by signing in the place indicated on the signature page of this Agreement.

2.4.1.5 Escrow Agent or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Deposit or any other dispute between the parties whether or not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent.

3. CLOSING.

3.1 The closing of the transactions contemplated hereby (the "**Closing**") shall occur at the offices of Katsky Korins LLP, 605 Third Avenue, New York, New York 10158, at 10:00 a.m. eastern time, or through an escrow with Purchaser's Title Company, on or about the thirtieth (30th) day following the expiration of the Due Diligence Period (as hereinafter defined) (the "**Scheduled Closing Date**") (and the actual date of the Closing, being the "**Closing Date**").

3.2 The acceptance by Purchaser of the Deed shall constitute an acknowledgment by Purchaser that all obligations of Seller set forth in this Agreement have been discharged in full, and upon such acceptance, Seller shall be released from any and all obligations by reason of this Agreement, except only such obligations, if any, which shall pursuant to the express provisions of this Agreement survive the Closing hereunder.

4. PURCHASER'S TITLE REPORT; OBJECTIONS TO TITLE.

4.1 Seller shall give and Purchaser shall accept such title as any reputable and licensed title company in New York State engaged by Purchaser (the "**Title Company**") shall be willing to approve and insure, subject to the matters provided for in this Agreement, including, without limitation, the permitted exceptions more particularly set forth on Exhibit B annexed hereto and incorporated herein ("**Permitted Exception(s)**"). Notwithstanding the foregoing, in the event that the title company engaged by Purchaser refuses to insure title to the Property in the condition required under this Agreement, and a national title insurance underwriter is willing to insure Purchaser's title to the Property in the condition required under this Agreement (including agreeing to omit exceptions required hereunder to be cleared, rather than agreeing to provide affirmative insurance over them) without requiring any additional premium, then Purchaser shall be obligated to accept such title insurance from such national title insurance underwriter, and such underwriter shall become the "Title Company" for all purposes of this Agreement. Purchaser shall promptly order a title commitment and a survey or survey update or inspection for the Property and Purchaser shall direct the Title Company, in writing, to furnish a copy of such title commitment ("**Commitment**") and survey, survey update or survey inspection (collectively, "**Survey**"), together with any update thereof, to Seller's attorneys, addressed to the attention of Matthew Danow, Esq., and containing such Schedule B and other exceptions as noted by the Title Company, and subject to further updating and receipt of municipal searches as

they are obtained. The receipt by Seller's attorney of said report containing such noted exceptions shall be deemed notice of Purchaser's objection thereto (other than Permitted Exceptions). In the event the Commitment and/or Survey is updated, Purchaser shall cause same to be delivered to Seller's attorney and same shall constitute additional objection to any new matters first disclosed therein. .

4.2 If Seller shall be unable (as opposed to unwilling) to cause to be removed any exceptions or defects disclosed by the Commitment and/or Survey (or update thereof), which do not constitute Permitted Exceptions, or is otherwise unable (as opposed to unwilling) to convey title in accordance with this Agreement, by the Closing Date, Seller shall have the right to adjourn the Closing Date for up to sixty (60) days (the "**Extended Removal Period**"), in the aggregate, to attempt to remove such exceptions or defects; provided, however, and notwithstanding any other provision of this Agreement, Seller shall not be required to bring any action or proceeding, or pay or incur any expenses in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in the aggregate, in order to remove or correct any exceptions, encumbrances or defects, except that Seller shall, regardless of amount, cause to be removed any monetary judgments, recorded mortgages, U.C.C. financing statements, assignments of leases and rents or similar security instruments placed on the Property in connection with Seller's financing of the Property and any unexpired mechanics' liens filed against the Property. The foregoing sentence shall not affect the parties' obligation to prorate certain adjustments at and subsequent to the Closing. If, at the expiration of the Extended Removal Period, Seller remains unable to cause the exceptions or defects to be removed or corrected, or is otherwise unable to convey title in accordance with the terms of this Agreement, then Seller shall so notify Purchaser and Purchaser may elect either to: (a) terminate this Agreement by notice to Seller within ten (10) business days following the earlier of: (i) Purchaser's receipt of notice from Seller that Seller is or will be unable to cause such matters to be removed; or (ii) the expiration of Seller's Extended Removal Period; or (b) accept such title as Seller may convey and shall complete the transaction as otherwise contemplated by this Agreement, but in no event shall Purchaser be entitled to any abatement of the Purchase Price or to any lost profits or other damages, deductions, offsets or credits. In the event Purchaser fails to notify Seller of its election within such ten (10) business day period, Purchaser shall be deemed to have elected to proceed to close hereunder in accordance with the preceding clause "(b)". In the event Purchaser timely delivers notice of its termination of this Agreement pursuant to the preceding clause "(a)", this Agreement shall thereupon terminate, Purchaser shall be entitled to the return of the Deposit, together with reimbursement for Purchaser's title searches (where no policy was issued) and survey updating, whereupon neither party shall have any further liability or obligation to the other hereunder except those expressly stated to survive termination of this Agreement.

4.3 It is expressly understood and agreed that Purchaser shall not have the right to terminate this Agreement by reason of the existence of any conditions which Purchaser has agreed to take subject to or has otherwise waived or has been deemed to waive (each as expressly provided in this Agreement), the Purchase Price shall not, in any respect, be reduced, nor shall Purchaser be entitled to any damages by reason thereof. Purchaser agrees that upon settlement at Closing, it shall be deemed and considered as full compliance by Seller of all representations and warranties made by Seller in this Agreement, and all obligations and

agreements by Seller to be performed, except those obligations and agreements stated in this Agreement to expressly survive the Closing.

4.4 If the Property shall, at the time of Closing, be subject to any liens, judgments, encumbrances or other title defects which are not otherwise Permitted Exceptions, the same shall not be deemed an objection to title or grounds for Purchaser's refusal to close hereunder; provided, that, at Closing, either: (a) Seller uses all or a portion of the Purchase Price to satisfy the same and delivers to Purchaser and/or the Title Company instruments in recordable form sufficient, as determined by the Title Company to satisfy and discharge of record such liens and encumbrances, together with the cost of recording or filing such instruments; or (b) the Title Company will otherwise issue or bind itself to issue a policy which will insure Purchaser against collection thereof from, or enforcement thereof, against the Property. Upon request, Purchaser agrees to provide (out of the balance of the Purchase Price), at Closing, separate certified or official bank checks, as directed by Seller (not to exceed 6 in number), to facilitate the satisfaction or removal of any of such liens or defects. Notwithstanding anything contained in Articles 4 or 5 to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price.

4.5 The Property shall be delivered free, at Closing of all notes or notices of violations of law, regulations, or governmental ordinances, orders or requirements noted in or issued by any Federal, State, County or Municipal department, agency or bureau having jurisdiction, against or affecting the Property, or any part thereof, and Seller shall pay any fines associated with such violations (as set forth above), close out any open permits and applications with any municipal or local department or agency in all cases, and further provided that. Notwithstanding the foregoing, Seller shall have no obligation to cure any violation or otherwise remedy any condition underlying or giving rise to any violation or pay any fines or penalties, in each case if the cost to do so shall reasonably be estimated to exceed \$25,000.00 in the aggregate for all violations, and if the costs shall so exceed \$25,000.00 in the aggregate, and Seller shall not be willing to cure same, either party may elect to terminate this Agreement by notice to the other within ten (10) business days following Purchaser's receipt of notice from Seller that Seller shall not cure same (which notice of Seller's intent must be delivered to Purchaser within five (5) business days from delivery to Seller of the notice of violation. In the event of a termination hereunder, Purchaser shall be entitled to the return of the Deposit, together with reimbursement for its title searches (where no policy was issued) and survey updating, whereupon neither party shall thereupon have any further liability or obligation to the other hereunder except those expressly stated to survive termination of this Agreement.

5. APPORTIONMENTS.

5.1 The following items are to be apportioned as of 11:59 p.m. on the day immediately prior to the Closing Date (the "**Apportionment Date**"):

5.1.1 Real estate taxes, sewer rents and assessments and any other governmental taxes, charges or assessments levied or assessed against the Property (collectively, "**Property Taxes**"), on the basis of the lien year (as to real estate taxes) and the respective periods for other governmental charges for which each is assessed or imposed;

5.1.1.1 Property Taxes, shall be apportioned on the basis of the lien period for which assessed. If the Closing Date shall occur before an assessment is made or a tax rate is fixed for the tax period in which the Closing Date occurs, the apportionment of such Property Taxes based thereon shall be made at the Closing Date by applying the tax rate for the preceding year to the latest assessed valuation, but, promptly after the assessment and/or tax rate for the current year are fixed, the apportionment thereof shall be recalculated and Seller or Purchaser, as the case may be, shall make an appropriate payment to the other within five (5) business days based on such recalculation. If as of the Closing Date, the Property or any portion thereof shall be affected by any special or general assessments which are or may become payable in installments of which the first installment is then a lien and has become payable, Seller shall pay the unpaid installments of such assessments which are due prior to the Closing Date and Purchaser shall pay the installments which are due on or after the Closing Date. In the event either party succeeds in obtaining a reduction of any Property Taxes, then any refund or recovery (whether in the form of a check, statement or account credit or future rate reductions (to the extent attributable to a refund or recovery for prior overpayments) or otherwise) shall be apportioned between the parties as of the Apportionment Date; provided, that any reasonable costs and fees of either party applicable to obtaining said reduction (provided there is a recovery or refund resulting therefrom) shall be apportioned pro rata in accordance with the respective percentages (as of the Apportionment Date) of the recovery or refund received or paid by Seller and Purchaser.

5.1.2 Fuel, if any, as estimated by Seller's supplier, at current cost, together with any sales taxes payable in connection therewith, if any (a letter from Seller's fuel supplier shall be conclusive evidence as to the quantity of fuel on hand and the current cost therefor);

5.2 If there are water meters at the Property, the unfixed water rates and charges and sewer rents and taxes covered by the meters, if any, shall be apportioned: (a) on the basis of an actual reading done within thirty (30) days prior to the Apportionment Date; or (b) if such reading has not been made, on the basis of the last available reading, provided that Seller shall deposit with the Title Company in escrow such amount as may reasonably be required by the Title Company to omit open water charges and sewer rents from the exceptions to Purchaser's title insurance policy. If the apportionment is not based on an actual current reading, then upon the taking of a subsequent actual reading, the parties shall, within ten (10) business days following notice of the determination of such actual reading, readjust such apportionment and Seller shall deliver to Purchaser or Purchaser shall deliver to Seller, as the case may be, the amount determined to be due upon such readjustment.

5.3 Charges for all electricity, steam, gas and other utility services (collectively, "Utilities") shall be billed to Seller's account up to the Apportionment Date and, from and after the Apportionment Date, all Utilities shall be billed to Purchaser's account. If for any reason such changeover in billing is not practicable as of the Closing Date as to any Utility, such Utility shall be apportioned on the basis of actual current readings or, if such readings have not been made,

on the basis of the most recent bills that are available. If any apportionment is not based on an actual current reading, then upon the taking of a subsequent actual reading, the parties shall, within ten (10) business days following notice of the determination of such actual reading, readjust such apportionment and Seller shall promptly deliver to Purchaser, or Purchaser shall promptly deliver to Seller, as the case may be, the amount determined to be due upon such adjustment.

5.4 Any apportionments calculated on the basis of an estimated rate and any errors made in the calculation of the apportionments pursuant to this Article 5 shall be corrected by appropriate re-adjustment between Seller and Purchaser, post-Closing, provided that notice (which may be transmitted by e-mail between Seller and Purchaser's attorneys) of any such error, with supporting calculations, shall be given by Purchaser to Seller or by Seller to Purchaser, as the case may be, no later than ninety (90) days following the Closing. Any corrected adjustment or proration shall be paid to the party entitled thereto within time period designated herein, or, if no such time period is proscribed, within ten (10) business days after the earlier of: (a) the discovery thereof; and (b) written demand therefor.

5.5 The provisions of this Article 5 shall survive the Closing or termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

6.1 Seller warrants, represents and covenants to and with Purchaser that the following are true and correct on the date hereof in all material respects:

6.1.1 Seller is a limited liability company duly organized and validly existing in the State of Delaware.

6.1.2 The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all requisite action of Seller.

6.1.3 Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "**Code**").

6.1.4 To Seller's knowledge, there are no condemnation or eminent domain proceedings pending, or to Seller's actual knowledge, threatened, in writing, against the Property.

6.1.5 To Seller's knowledge, there is no action, suit, litigation, hearing or administrative proceeding pending against Seller, with respect to all or any portion of the Property in each case which is not or would not be covered by insurance and which, if adversely determined, would have a material adverse effect on the use or operation of Property or prohibit Seller from consummating the transactions contemplated herein.

6.1.6 Seller has entered into no leases, licenses or other occupancy agreements affecting any portion of the Property which will be binding upon Purchaser following the Closing Date.

6.1.7 Seller has entered into no service, maintenance, supply, brokerage or other contracts in connection with the ownership, use, maintenance and/or operation of the Property as of the date hereof which will be binding on the Purchaser following the Closing Date.

6.1.8 There are no employees at the Property whose employment will or must be continued subsequent to the Closing pursuant to any union, collective bargaining or other agreement with Seller.

6.1.9 The Property shall be delivered vacant and broom clean and free of debris at Closing.

6.1.10 Neither Seller nor any of its constituents have engaged in any dealings or transactions, directly or indirectly: (a) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. § I et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto; or (b) in contravention of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("**Anti-Terrorism Order**") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. The provisions of this Section shall survive the Closing or termination of this Agreement.

6.1.11 Neither Seller nor any of its constituents: (a) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons; or (b) are a person described in §1 of the Anti-Terrorism Order, and to the best of Seller's knowledge, respectively neither Seller nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. The provisions of this Section shall survive the Closing or termination of this Agreement.

6.1.12 There are no pending, nor to Seller's knowledge threatened, condemnation or similar proceedings affecting the Property or any portion thereof or any pending public improvements in, about or outside the Property.

6.1.13 The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with any applicable law, ordinance, statute, rule or restriction or any judgment, order or decree of any court having jurisdiction over Seller or over the Property.

6.2 Purchaser hereby warrants, represents and covenants to and with Seller that the following are true and correct as of the date hereof and which shall remain and be true and correct as of the Closing:

6.2.1 Purchaser is a corporation duly organized and validly existing in the State of New York, and has taken all necessary action to authorize this purchase and consummate the transactions contemplated herein.

6.2.2 Purchaser has full power and right to enter into this Agreement and full power and right to consummate the transactions contemplated herein and no other consents or approval by or from any other party are necessary for Purchaser to consummate these transactions, other than receipt of Purchaser's Mortgage Commitment within the Due Diligence Period and approval from the Town of Babylon Industrial Development Agency within the same period of time (Purchaser acknowledging that such commitment and approval shall not be contingencies or conditions to Closing if Purchaser elects not to terminate this Agreement prior to the expiration of the Due Diligence Period).

6.2.3 There are no suits pending or threatened which might result in a material adverse change in the condition of Purchaser or otherwise prevent Purchaser from consummating the transactions contemplated herein.

6.2.4 This Agreement constitutes a binding agreement upon Purchaser and is enforceable in accordance with but subject to its terms and conditions.

6.2.5 Purchaser is not acquiring the Property with the assets of an employee benefit plan (as defined in §3(3) of the Employee Retirement Income Security Act of 1974, as amended), or, if plan assets will be used to acquire the Property, Purchaser will deliver to Seller at Closing a certificate containing such factual representations as shall permit Seller and its counsel to conclude that no prohibited transaction would result from the consummation of the transaction contemplated by this Agreement. Purchaser is not a "party in interest" within the meaning of §3(3) of ERISA with respect to any beneficial owner of Seller. The provisions of this Section 6.2.6 shall survive the Closing or termination of this Agreement.

6.2.6 Neither Purchaser nor any of its constituents have engaged in any dealings or transactions, directly or indirectly: (a) in contravention of any U.S., international or other

money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. § I et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto; or (b) in contravention of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("**Anti-Terrorism Order**") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. The provisions of this Section 6.2.7 shall survive the Closing or termination of this Agreement.

6.2.7 Neither Purchaser nor any of its constituents: (a) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons; or (b) are a person described in §1 of the Anti-Terrorism Order, and to the best of Purchaser's knowledge, respectively neither Purchaser nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. The provisions of this Section 6.2.8 shall survive the Closing or termination of this Agreement.

6.2.8 Purchaser, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its employees, agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which Purchaser has or may have in the future, arising out of the physical and/or environmental condition of the Property, including, without limitation, any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.) or any similar Federal, State or local statute, rule or ordinance relating to liability of property owners for environmental matters. The provisions of this Section 6.2.9 shall survive the Closing or termination of this Agreement.

6.2.9 Subject to the Due Diligence Period, Purchaser hereby represents and warrants to Seller and acknowledges and agrees that Purchaser has made an independent investigation of the Property, Tangible Property, Rights and Laws and Regulations and all other matters affecting the use, operation, condition, rights, and all other considerations which Purchaser has or may hereafter have (collectively, the "**Diligence Items**"), and the physical or other conditions and qualities thereof. Furthermore, Purchaser at the end of the Due Diligence Period, will be fully aware of the condition of the Diligence Items, and Seller has not made nor has Purchaser relied upon any representation, warranty or promise with respect to the condition, value or state of repair of the Property, except as specifically set forth in this Agreement.

Purchaser agrees to accept the Property in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition as of the Closing Date, except as otherwise expressly provided herein (including the following sentence), and free from any warranties, express or implied, as to condition, merchantability, habitability, use for any particular purpose and any and all other matters concerning the Diligence Items. Notwithstanding the foregoing, Seller agrees (subject to the terms herein) that the plumbing, HVAC and electrical system and equipment shall be in working order and the roof free of leaks at Closing, provided that in the event that any of the plumbing, HVAC or electrical system or equipment is not in working order, or there are any leaks from the roof, Purchaser shall notify Seller thereof prior to the Scheduled Closing Date, and Seller's maximum liability under this Agreement in respect of any such conditions shall be \$25,000 in the aggregate, and at Seller's option, Seller may either (x) repair such condition to the state existing as of the Effective Date (provided further that Seller shall have no obligation to expend more than \$25,000 in the aggregate for such repairs), or (y) provide Purchaser with a credit against the Purchase Price at Closing for the cost to repair such condition (but in no event shall such credit exceed \$25,000 in the aggregate for all such conditions). Without limiting the generality of the foregoing, Purchaser has not relied on any representations or warranties, and Seller has not made any representations or warranties, in either case, express or implied (except as expressly set forth in this Agreement), as to: (a) the current or future real estate tax liability, assessment or valuation of the Diligence Items; (b) the potential qualification of all or any Diligence Items for any benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, financing, or any other benefits, whether similar or dissimilar to those enumerated; (c) the compliance of the Property, in its current or any future state, with applicable zoning ordinances and the ability to obtain a variance in respect to the Property and possible noncompliance with any zoning ordinance or the existence of development rights; (d) the availability of any financing for the purchase, alteration, rehabilitation, maintenance, operation of the Property (or its compliance of or with any Diligence Items) from any source, including but not limited to Municipal, County, State, City or Federal governments, authorities or any institutional or private lenders; (e) the current or future use of the Diligence Items; and/or (f) the compliance of the Diligence Items with any environmental laws or other laws involving safety, health or welfare of persons and/or the environment. Seller is not liable or bound in any manner by, and makes no representations or warranties whatsoever with respect to, any verbal or written statements, representations, real estate brokers' "setups" or information pertaining to the Diligence Items furnished by any real estate broker, agent, employee, attorney or other person, unless the same are expressly set forth in this Agreement as a representation of Seller. Purchaser has made the foregoing representations and warranties with full and actual knowledge that Seller is relying on the same and that without Purchaser's having made the foregoing representations and warranties, Seller would not enter into this Agreement. Purchaser assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. The provisions of this Section 6.2.10 shall survive the Closing or termination of this Agreement.

6.3 The representations and warranties of Seller contained in Section 6.1 shall survive the Closing for ninety (90) days following the Closing Date (the "**Limitation Period**"), and any action thereon by Purchaser must be commenced as and within the time periods provided in this Section 6.3, time being of the essence. Each such representation and warranty shall automatically be null and void and of no further force and effect on the ninety-first (91st) day following the

Closing Date unless, prior to such ninety-first (91st) day, Purchaser shall have provided Seller with a notice alleging that Seller is in breach of such representation or warranty and specifying in reasonable detail the nature of such breach. Purchaser's sole remedy for any such breach (subject to Section 6.5) shall be to commence a legal proceeding against Seller alleging Seller's breach of such representation or warranty and that Purchaser shall have suffered actual damages as a result thereof (a "**Proceeding**"), which Proceeding must be commenced, if at all, within thirty (30) days after the expiration of the Limitation Period. If Purchaser shall have timely commenced a Proceeding and a court of competent jurisdiction shall, pursuant to a final, non-appealable order in connection with such Proceeding, determine that: (a) Seller was in breach of the applicable representation or warranty; (b) Purchaser suffered actual damages ("**Damages**") by reason of such breach; and (c) Purchaser did not have actual knowledge of such breach on or prior to the Closing Date and failed to give notice of same to Seller prior to Closing as provided in Section 6.4, and is not otherwise deemed to have knowledge of such breach pursuant to Section 6.4, then Purchaser shall be entitled to receive an amount equal to the Damages. Any such Damages, subject to the limitations contained herein, shall be paid within thirty (30) days following the entry of such final, non-appealable order and delivery of a copy thereof to Seller.

6.4 The representations and warranties of Seller set forth herein are subject to the following limitations: (a) to the extent that Seller has delivered or made available to Purchaser or its representative any Diligence Items at any time prior to Closing, and such Diligence Items contain provisions inconsistent with any of such representations and warranties, and Purchaser proceeds to effectuate the Closing hereunder, then such representations and warranties shall be deemed to have been modified to conform to the provisions and/or information contained therein, and Purchaser shall be deemed to have knowledge thereof; and (b) in the event that, prior to the Closing, Purchaser or any of its representatives shall obtain knowledge of any information that is contradictory to, and would constitute the basis of a breach of, any representation or warranty or failure to satisfy any condition on the part of Seller, then, prior to Closing, Purchaser must deliver notice to Seller specifying such information, and if Purchaser does not deliver such notice to Seller, such representation or warranty will be deemed to not have been breached and Purchaser shall not be entitled to bring any action after the Closing Date based on such representation or warranty.

6.5 Notwithstanding anything contained herein to the contrary, Seller's aggregate liability for any and all claims arising out of any such covenants, representations and warranties shall not exceed Fifty Thousand and No/100 (\$50,000.00) Dollars. In addition, in no event shall Seller be liable for any incidental, consequential, indirect, punitive, special or exemplary damages, or for lost profits, unrealized expectations or other similar claims, and in every case Purchaser's recovery for any claims referenced above shall be net of any insurance proceeds and any indemnity, contribution or other similar payment recovered or recoverable by Purchaser from any insurance company or other third party. The provisions of this Section 6.5 shall survive the Closing or termination of this Agreement.

7. CLOSING DELIVERIES.

7.1 At or prior to the Closing, Seller shall make, have made or caused to be made, the following deliveries:

7.1.1 Seller shall execute, acknowledge and deliver to Purchaser a bargain and sale deed, with covenants against grantor's acts sufficient to convey fee simple title to the Property subject to, and in accordance with, the provisions of this Agreement (the "**Deed**").

7.1.2 Seller shall execute and deliver to Purchaser a bill of sale, substantially in the form annexed hereto as Exhibit C (the "**Bill of Sale**"), expressly made without representation or warranty by or recourse to Seller, conveying and transferring to Purchaser all right, title and interest of Seller in and to all Tangible Property (to the extent owned by Seller) in the nature of personal property attached or appurtenant to, or located on, or used in connection with the use or operation of, or used or adapted for use in connection with the enjoyment or occupancy of, the Property.

7.1.3 All keys and combinations to any portion of the Property to the extent in Seller's possession or control.

7.1.4 An authorizing resolution and such other documents as may be reasonably requested by the Title Company to evidence the authority and capacity of Seller and the authority of the signatory for Seller.

7.1.5 A certificate duly executed and acknowledged by Seller, in accordance with Section 1445 of the Code.

7.1.6 Seller shall execute, acknowledge and deliver a Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certification Form TP-584 in respect to the Property (the "**State Transfer Tax Return**") and a New York State Real Property Transfer Report (the "**RP-5217**").

7.1.7 Such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.

7.2 At or prior to the Closing, Purchaser shall make, have made or caused to be made, the following deliveries:

7.2.1 Payment to Seller of the balance of the Purchase Price, subject to adjustment and proration as provided herein.

7.2.2 An authorizing resolution and such other documents as may be reasonably requested by the Title Company to evidence the authority and capacity of Purchaser and the authority of the signatory for Purchaser;

7.2.3 Purchaser shall execute, acknowledge and deliver to Seller counterparts of the State Transfer Tax Return and RP-5217.

7.3 At or prior to the Closing, Seller and Purchaser shall each execute, acknowledge (if necessary) and deliver such other instruments as are reasonably required by the Title Company or otherwise reasonably required to consummate the transactions contemplated herein; provided that Purchaser shall not be obligated to execute and deliver to Seller any additional instruments or certificate if such document would require Purchaser to make any representations or assume any liabilities broader than the liabilities contained herein or in any document herein expressly required to be delivered by Purchaser at Closing (for the avoidance of doubt, Purchaser's failure to deliver any such instruments or documents required by the Title Company or Purchaser's lenders, partners or others shall in no ways affect or excuse Purchaser's obligation to close hereunder); and provided further, that Seller shall not be obligated to deliver any instrument or certificate to any party if such document would require Seller make any representation or to assume any liabilities to any third party or with respect to documents to be delivered to Purchaser, would require Seller to make any additional representations or to assume any liabilities broader than the liabilities contained herein or in any document herein expressly required to be delivered by Seller to Purchaser at Closing. Seller and Purchaser hereby designate the Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Code and the regulations promulgated thereunder.

8. DUE DILIGENCE PERIOD.

8.1 Purchaser's Due Diligence Period.

8.1.1 Commencing on the Effective Date and continuing until 5:00 p.m. Eastern Time on the ninetieth (90th) day following the Effective Date (the "**Due Diligence Period**"), Purchaser, its employees, contractors, consultants, representatives and agents shall have reasonable access to the Property and Seller's records with respect to the Property, at all reasonable times during normal business hours, for the purpose of inspecting the Property, conducting appropriate tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, provided that (i) Purchaser must give Seller at least one (1) business day's prior telephonic or written email notice of any such inspection or test; (ii) Purchaser shall not perform any intrusive inspection or test (e.g., core sampling) without Seller's prior written consent, which consent shall not be unreasonably withheld should Purchaser's Phase I environmental report recommend or Purchaser's lending institution shall require same; (iii) Purchaser, its contractors, agents and representatives must be escorted by a representative of Seller during any visit to or inspection of the Property; (iv) prior to performing any inspection or test, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place Two Million and No/100 (\$2,000,000.00) Dollars of comprehensive general liability insurance and workers' compensation insurance for its activities at the Property covering any claims arising in connection with the presence of Purchaser, its contractors, agents and representatives at the Property, which insurance shall name Seller and such persons reasonably designated by Seller as an additional insured thereunder, (v) Purchaser's investigations shall be subject to all confidentiality requirements set forth in this Agreement, except as required by applicable law or regulation. Purchaser shall bear the cost of all such inspections or tests. In addition to the foregoing, during the Due Diligence Period, Purchaser shall have the opportunity to seek to obtain mortgage financing in connection with its acquisition of the Property in amounts acceptable to it in its sole and absolute discretion, and

seek to obtain tax breaks or other incentives from the Town of Babylon Industrial Development Agency ("IDA"). In the event Purchaser elects not to terminate this Agreement at the end of the Due Diligence Period, Purchaser shall continue to be afforded access to the Property on reasonable advance telephone notice to Seller in accordance with the provisions of this Section 8.1.

8.1.2 Notwithstanding the foregoing, should Purchaser's environmental investigations performed during the Due Diligence Period disclose the existence of an adverse environmental condition requiring remediation under any applicable law, order, regulation or guideline of any agency having jurisdiction over the subject matter of the Property, and the reasonably estimated costs as prepared by Purchaser's consultant to remediate same are less than \$25,000.00 in the aggregate for all such conditions, then in such event (in which event this Contract shall not be terminated as a result of such findings), Seller, shall perform same to the reasonable satisfaction of Purchaser's environmental consultant and secure a No Further Action Letter from the applicable agency. Nothing herein contained shall obligate Purchaser to accept the condition of the Property should the cost to remediate any adverse environmental conditions as described above, exceed \$25,000.00 in the aggregate, and Purchaser shall retain its right to terminate to the extent set forth below. Notwithstanding the foregoing, in the event that Seller, despite using commercially reasonable efforts, is unable to complete any remediation required under this paragraph and/or obtain a No Further Action Letter by the Scheduled Closing Date, Seller shall have the right to adjourn the Scheduled Closing Date for up to sixty (60) days in order to complete such remediation and obtain the No Further Action Letter, and in the event that Seller is unable to complete such remediation and obtain the No Further Action Letter within such additional sixty (60) day period, then either Seller or Purchaser shall have the right to terminate this Agreement by delivery of notice thereof to the other party, in which event this Agreement shall terminate ten (10) days following the delivery of such termination notice, provided that Purchaser shall have the right to nullify any such termination by Seller by delivering notice thereof to Seller within the aforesaid ten (10) day period (time being of the essence), in which event: (i) this Agreement shall remain in full force and effect; (ii) the Scheduled Closing Date shall occur thirty (30) days following Purchaser's delivery of the nullification notice; (iii) at Closing, Purchaser shall receive a credit against the Purchase Price in an amount equal to the difference (but not less than zero) between \$25,000 and the amount expended by Seller to perform the required remediation and obtain the No Further Action Letter, and such credit shall satisfy all obligations and conditions of Seller under this Section 8.1.2. In the event either party terminates this Agreement pursuant to the preceding sentence, the Deposit shall be returned to Purchaser, whereupon neither party shall have any further obligations under this Agreement, except for those obligations which are expressly stated herein to survive termination of this Agreement.

8.1.3 Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller and Escrow Agent (the "**Due Diligence Termination Notice**") on or before one (1) business day following the last day of the Due Diligence Period, time being of the essence with respect thereto. In the event Purchaser timely delivers a Due Diligence

Termination Notice, the Initial Deposit shall be returned to Purchaser, whereupon neither party shall have any further obligations under this Agreement, except for those obligations which are expressly stated herein to survive termination of this Agreement. If Purchaser does not give a Due Diligence Termination Notice prior to the expiration of the Due Diligence Period time being of the essence, (i) this Agreement shall continue in full force and effect; (ii) Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 8.1; (iii) Purchaser shall be deemed to have acknowledged that it has received or had access to the Property and conducted all inspections and tests of the Property that it considers important and satisfied or waived any concern or contingencies concerning Purchaser's mortgage financing and/or IDA benefits, (iv) Purchaser shall deliver the Additional Deposit to Escrow Agent prior to the expiration of the Due Diligence Period (time being of the essence), and (v) the Deposit shall be non-refundable to Purchaser except as expressly provided in this Agreement. If Purchaser has not delivered a Due Diligence Termination Notice, then Purchaser's failure to timely tender the Additional Deposit to Escrow Agent upon the expiration of the Due Diligence Period shall constitute a material default by Purchaser under this Agreement, and Seller shall have the right to retain the Initial Deposit as liquidated damages in respect of such default.

8.1.4 In conducting any inspections or investigations of the Property, Purchaser and its agents and representatives shall (i) not unreasonably disturb or damage any part of the Property or any personal property owned or held by Seller or any third party; (ii) not injure or otherwise cause bodily harm to Seller, or its agents, guests, invitees, contractors and employees; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (v) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (vi) repair any damage to the Property resulting directly or indirectly from any such inspection or tests.

8.1.5 Purchaser shall be responsible for any damage to the Property or other property or any injury to any third party caused by the inspections or investigations undertaken prior to, on or after, the date hereof, by Purchaser or its agents, employees or contractors, and Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, costs, damages, liabilities and expenses (including reasonable attorneys' fees and disbursements, court costs and claims of personal injury and damage to property) resulting from any inspections or tests by Purchaser, its agents or representatives under this Agreement or any violation of the provisions this Section 8.1 by Purchaser, its agents or representatives. Notwithstanding the foregoing, Purchaser shall not be liable for any loss or damage resulting from the mere discovery or uncovering of any hazardous substance at the Property. Purchaser's obligations under this Section 8.1.4 shall survive the termination of this Agreement and shall survive the Closing.

8.1.6 As additional consideration for the transaction contemplated in this Agreement, Purchaser, as an accommodation to Seller, shall provide to Seller, immediately following the receipt of same by Purchaser, copies of any and all reports or studies involving contamination of or other environmental concerns relating to the Property, provided however, Purchaser shall have no obligation to cause any such studies to be performed on the Property nor shall Purchaser be deemed to have represented or warranted the accuracy of any of the

information contained in such reports or studies and Purchaser shall have no responsibility or liability with respect to such reports or studies.

8.1.7 Purchaser and Seller expressly acknowledge and agree that during the Due Diligence Period, Purchaser intends to apply for an inducement resolution (“**IDA Resolution**”) from the Town of Babylon Industrial Development Agency (“**IDA**”) for real estate and sales/mortgage tax abatements in accordance with its standard policies and procedures. Purchaser covenants that it shall act diligently and timely in its efforts to obtain the IDA Resolution. If Purchaser does not receive the IDA Resolution by the end of the Due Diligence Period (as same may be extended) as set forth above (time being of the essence), Purchaser may elect to terminate this Agreement by giving written notice of Purchaser’s election to do so. If Purchaser elects to terminate this Agreement as hereinabove provided, Escrow Agent shall return the Deposit to Purchaser, and upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement).

9. SELLER’S INTERIM RESPONSIBILITIES.

9.1 Seller agrees that during the period between the Effective Date and the Closing:

9.1.1 Seller will manage the Property or will cause the Property to be managed in a manner substantially similar to that existing prior to the Effective Date, consistent with past practice (including, providing landscape maintenance and snow removal), provided that Seller shall have no obligation to make any capital improvements or replacements to the Property or any portion thereof.

9.1.2 Seller shall maintain its present or substantially similar property insurance policy(ies), to the extent available at commercially reasonable rates.

9.1.3 Seller shall not, without Purchaser’s prior written consent, enter into any new lease, license or occupancy agreement for all or any portion of the Property.

9.1.4 Seller shall not, without Purchaser’s prior written consent, enter into any service contracts, unless such contracts shall be terminable, without penalty as of Closing or on not more than thirty (30) days’ notice.

10. DEFAULT.

10.1 If Purchaser shall default under its obligations in accordance with this Agreement, including Purchaser’s obligation to effectuate the Closing on the Scheduled Closing Date if obligated under this Agreement to do so, and (in the case of any default by Purchaser other than Purchaser’s default in its obligation to effectuate the Closing on the Scheduled Closing Date if obligated under this Agreement to do so) such default continues for a period of ten (10) days after written notice thereof to Purchaser and its attorneys, then Seller’s sole remedy

by reason thereof shall be to terminate this Agreement upon notice to Purchaser, and, upon such termination, Seller shall be entitled to retain the Deposit as liquidated damages for Purchaser's default hereunder (it being agreed that the damages to Seller by reason of Purchaser's default are difficult, if not impossible, to reasonably ascertain), and thereafter Purchaser and Seller shall have no further rights or obligations under this Agreement except for those that are expressly provided in this Agreement to survive the termination hereof. For the avoidance of doubt, Purchase shall not be entitled to any cure period for any default by Purchaser under its obligation to effectuate the Closing on the Scheduled Closing Date if obligated under this Agreement to do so. If Seller terminates this Agreement pursuant to a right given to it hereunder and Purchaser thereafter takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of or finance the Property or take any other actions with respect thereto (including, without limitation, the filing of any lis pendens or other form of attachment against the Property), then Purchaser (and any permitted assignee of Purchaser's interest hereunder) shall be liable for all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees, court costs and disbursements and consequential damages) incurred by Seller by reason of such action to contest by Purchaser. Notwithstanding anything contained herein to the contrary, Purchaser acknowledges that Purchaser's indemnification obligations which are expressly stated herein to survive the Closing or termination of this Agreement are and shall not be limited by the amount of submission or forfeiture of the Deposit. Notwithstanding any contrary term set forth in this Agreement, the foregoing indemnification shall not extend to liability arising by reason of the mere disclosure of facts during Purchaser's inspection, such as the existence of hazardous materials; provided, that Purchaser shall be deemed the "generator" of any samples taken by its consultants and shall remain responsible for the lawful disposal of the same.

10.2 If Seller shall default in its obligations to Purchaser in accordance with the terms of, this Agreement, including Seller's obligation to effectuate the Closing on the Scheduled Closing Date if obligated under this Agreement to do so, and (in the case of any default by Seller other than Seller's default in its obligation to effectuate the Closing on the Scheduled Closing Date if obligated under this Agreement to do so) such default continues for a period of ten (10) days after written notice thereof to Seller and its attorneys Purchaser, as its sole remedy by reason thereof, shall have the right to either: (a) seek to obtain specific performance of Seller's obligations hereunder (together with its legal fees in connection with such proceedings in the event Purchaser prevails in such proceedings), provided that any action for specific performance shall be commenced within sixty (60) days immediately following the later of the cure period for the Default in question or the scheduled Closing Date; or (b) to terminate this Agreement and receive a return of the Deposit, together with reimbursement of Purchaser's title searches (where no policy was issued), survey updating, appraisals, bank and IDA application fees, if any and environmental investigation costs, in all cases not to exceed \$20,000 in the aggregate (collectively, "**Purchaser's Expenses**"), it being understood that if Purchaser fails to commence an action for specific performance within the aforesaid sixty (60) day period, Purchaser's sole remedy shall be to terminate this Agreement in accordance with the preceding clause "(b)". Upon Purchaser's election to terminate and Seller's (or Escrow Agent's) return and delivery of the Deposit together with Purchaser's Expenses, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

11. CASUALTY; CONDEMNATION.

11.1 If, prior to the Closing, there shall occur: damage to the Property caused by fire or other casualty which would cost an amount not greater than Twenty-Five Thousand and No/100 Dollars (\$25,000) to repair; then: (i) Purchaser shall have no right to terminate this Agreement; (ii) Seller shall have no obligation to restore or rebuild any portion of the Property; (iii) the Closing shall take place as herein provided, (iv) Seller shall assign to Purchaser at the Closing, all of Seller's interest in and to any insurance proceeds (together with payment for any deductible) payable to Seller on account of any property damage from such fire or casualty (collectively, an "Award"); (v) Seller shall deliver to Purchaser any such Award actually theretofore received, less any amounts (the "**Reimbursable Amounts**"): (1) reasonably expended or incurred by Seller in negotiating, obtaining or adjusting any Award (including, without limitation reasonable attorneys' fees and expenses); provided however, that Purchaser shall not be bound by the foregoing obligation to proceed unless it shall have received written confirmation from Seller's insurer that the proceeds so payable under Seller's policy of insurance are fully assignable, and that the loss was fully covered. and/or (2) theretofore reasonably incurred or expended by or for the account of Seller for the cost of any compliance with laws, protective restorations or emergency repairs made by or on behalf of Seller; and (vi) Seller shall credit against the Purchase Price the amount of the deductible, if any, under Seller's property insurance policy(ies), less all Reimbursable Amounts not received by Seller from any Award paid to Seller prior to the Closing, shall be appropriately apportioned between Purchaser and Seller.

11.2 If, prior to the Closing, there shall occur: (a) damage to the Property caused by fire or other casualty which would cost an amount greater than Twenty-Five Thousand and No/100 Dollars (\$25,000) to repair, or (b) a taking by condemnation of any portion of the land or building of the Property, (the circumstances described in the preceding clauses "(a)" and "(b)", being a "**Major Loss**"), then, in either of the aforesaid instances Purchaser may terminate this Agreement upon written notice given to Seller within ten (10) business days, time being of the essence, after Seller has delivered or Purchaser has received actual notice that a Major Loss has occurred. If Purchaser does not elect to so terminate this Agreement or fails to timely deliver a termination notice within such ten (10) business day period, time being of the essence, then in any such case the provisions of clauses "(i)" through "(vi)" (both inclusive) of Section 11.1 shall control.

11.3 Nothing contained in this Article 11 shall be construed to impose upon Seller any obligation to repair any damage or destruction caused by fire or other casualty or condemnation.

11.4 In the event of a casualty or condemnation, then prior to the Closing Date, Seller shall have the exclusive right to negotiate, compromise or contest the obtaining of any Awards, subject to Purchaser's approval of any final settlements, which approval shall not be unreasonably withheld conditioned or delayed and from and after the Closing Date, Purchaser shall have the exclusive right to negotiate, compromise or contest the obtaining of any Awards, subject to Seller's approval of any final settlements, which approval shall not be unreasonably withheld conditioned or delayed. The parties shall reasonably cooperate with one another in order to recover any such Award. The provisions of this Section 11.4 shall survive the Closing.

12. BROKERAGE.

12.1 Seller and Purchaser each represents and warrants to the other that it has not dealt with any real estate broker in connection with this sale, and no broker has negotiated this Agreement on its behalf or is entitled to any commission by, through or under it, in each case, except for Colliers International Long Island, Inc. (the "**Broker**"), pursuant to a separate written agreement between Seller and Broker (the "**Seller's Broker Agreement**"). Seller shall pay any commission due and payable to the Broker pursuant to the Seller's Broker Agreement. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this Article 12. The provisions of this Article 12 shall survive the Closing or termination of this Agreement.

13. CLOSING COSTS: FEES AND DISBURSEMENTS.

13.1 At the Closing, Seller shall pay the New York State Real Estate Transfer Tax imposed pursuant to Article 31 and Section 1402 of the New York Tax Law (the "**Transfer Taxes**") upon or payable in connection with the transfer of title to the Land and Improvements and the recordation of the Deed, which Transfer Taxes shall, at Seller's election, be allowed for out of the Purchase Price and paid by Purchaser on behalf of Seller. Seller and Purchaser shall each execute and/or swear to the returns or statements required in connection with the Transfer Taxes. All tax payments shall be made payable directly to the order of the appropriate governmental officer or the Title Company. Purchaser shall pay all: (a) charges for recording and/or filing the Deed; (b) title charges and survey costs, including the premium on Purchaser's Title Policy; (c) costs and expenses of Purchaser's due diligence of the Property and application for IDA benefits; and (d) costs and expenses in connection with Purchaser's financing, if any, of the Purchase Price or the Property (the foregoing shall in no event be deemed to create any financing, funding or other contingency). Each of the parties hereto shall bear and pay the fees and disbursements of its own counsel, accountants and other advisors in connection with the negotiation and preparation of this Agreement and the Closing. The provisions of this Article 13 shall survive the Closing.

14. NOTICES.

14.1 Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals or other communications (for the purposes of this Article 14 collectively referred to as "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement, in order to constitute effective notice to the other party, shall be in writing and shall be deemed to have been given when: (a) personally delivered (or upon refusal of personal delivery); (b) the next business day, when sent by prepaid national overnight courier; or (c) upon sender's receipt of "sent mail" confirmation without an "undeliverable" notice, when sent by e-mail (with a duplicate copy sent by one of the methods prescribed in clauses (a) or (b)), provided such confirmation is received prior to 5:30 P.M. Eastern Time on a business day (and if confirmation is received after 5:30 P.M. Eastern Time, then notice shall be deemed given on the immediately following business day). In all cases Notices shall be addressed to the party to

be notified at its Address for Notices set forth in the Contract Information Summary or to such other address as such party shall have specified most recently by like Notice. The attorneys for the parties shall be entitled to give and receive Notices and to agree to extensions of time periods hereunder on behalf of their respective clients, and such notices and/or extensions of time periods shall be deemed given by said party for all purposes hereunder.

15. LIMITATION ON LIABILITY OF SELLER.

15.1 Purchaser agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of Seller, including, without limitation, any officer, director, employee, trustee, shareholder, partner or principal of any direct or indirect parent, subsidiary or other affiliate (collectively, "**Seller's Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Purchaser agrees to look solely to Seller's interest in the Property for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Purchaser hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Seller's Affiliates, and hereby unconditionally and irrevocably releases and discharges Seller's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser against Seller's Affiliates, in connection with or arising out of this Agreement or the transactions contemplated hereby. The provisions of this Article 15 shall survive the Closing or termination of this Agreement.

16. MISCELLANEOUS.

16.1 Survival. Except as otherwise expressly stated in this Agreement to survive the Closing or termination of this Agreement, the provisions of this Agreement, including, without limitation, the representations and warranties of the parties, shall not survive the Closing or termination of this Agreement.

16.2 Governing Law; Jury Waiver; Jurisdiction. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New York without giving effect to conflict of law principles thereof. Seller and Purchaser hereby irrevocably and unconditionally waive any and all right to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this agreement. The parties hereto agree to submit to personal jurisdiction in the State of New York, Suffolk County in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, the parties hereby agree and consent that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the parties in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Suffolk County. The provisions of this Section 16.2 shall survive the Closing or termination of this Agreement.

16.3 Counterparts. This Agreement may be executed in multiple counterparts and transmitted by facsimile or email by and between the attorneys for the parties, each of which shall be deemed an original. Facsimile and portable document format (PDF) signatures shall have the same force and effect as original signatures.

16.4 Entire Agreement; No Third Party Beneficiaries. This Agreement (including all exhibits annexed hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. The provisions of this Section 16.4 shall survive the Closing or termination of this Agreement.

16.5 Waivers; Extensions. No waiver of any breach of any obligation or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other obligation or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

16.6 Recording. Neither this Agreement nor any memorandum thereof may be recorded by Purchaser without the prior written consent of Seller. Any breach of this provision, at Seller's option, shall be deemed to be a material breach and shall entitle Seller to immediately terminate this Agreement and to retain the Deposit hereunder as liquidated damages without further liability.

16.7 Assignment. Purchaser may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder or any of the direct or indirect ownership interests in Purchaser, without first obtaining Seller's consent thereto, which may be withheld in Seller's sole discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign its interest in this Agreement without Seller's consent to a newly formed limited liability company which is under common ownership and control with Purchaser, provided that (i) Purchaser shall notify Seller regarding such assignment no later than five (5) business days prior to the Scheduled Closing Date, and (ii) such assignment shall not relieve Purchaser of its obligations and liabilities under this Agreement. Except as aforesaid, any purported assignment or direct or indirect transfer by Purchaser without obtaining Seller's prior written consent shall be null and void *ab initio*. Any breach of this provision, at Seller's option, shall be deemed to be a material breach and shall entitle Seller to immediately terminate this Agreement and to retain the Deposit hereunder as liquidated damages without further liability.

16.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. The provisions of this Section 16.8 shall survive the Closing or termination of this Agreement.

16.9 Prevailing Parties. Purchaser and Seller agree that in the event of any litigation arising between the parties in connection with this Agreement, the losing party shall be responsible for payment of the reasonable attorneys' fees of the successful party. Purchaser acknowledges and agrees that except as expressly set forth in Section 10.2 and this Section 16.9, Purchaser has waived any and all rights to sue Seller for damages (of any nature). The provisions of this Section 16.9 shall survive the Closing or termination of this Agreement.

16.10 Purchaser's Lien. All money paid on account of this Agreement, are hereby made liens on the Land and the Improvements, but such liens shall not continue after default by Purchaser under this Agreement.

16.11 Confidentiality. Purchaser and Seller shall each maintain as confidential any and all material obtained about the other and, in the case of Purchaser, about the Property, and shall not disclose such information to any third party except for disclosures to a party's representatives, agents, lenders, attorneys, consultants, the IDA or Title Company, or as required by court order, subpoena, or in connection with the enforcement of this Agreement. In addition, neither party shall issue any press release or other public announcement regarding this transaction without first obtaining the other party's written (which may be given by email) approval with respect to the release or announcement and the content thereof. Notwithstanding the foregoing, except in connection with its mortgage financing or IDA applications, Purchaser shall not disclose any information regarding the economic terms of this transaction. The provisions of this Section 16.11 shall not survive the Closing.

16.12 §1031 Exchange. Either party shall have the right to structure the sale of the Property as a forward or reverse exchange thereof for other real property of a like-kind to be designated by the exchanging party (including, without limitation, the ability to assign this Agreement to a qualified intermediary or an exchange accommodation title holder), with the result that the exchange may qualify for non-recognition of gain or loss under §1031 of the Code, the treasury regulations thereunder and IRS Revenue Procedure 2000-37. The non-exchanging party shall execute any and all consents and assignments reasonably requested by the exchanging party to effect such exchange, provided that any additional reasonable costs and expenses incurred by the non-exchanging party (other than its own attorneys' fees and costs incurred in reviewing such documents) as a result of structuring such transaction as an exchange, as opposed to an outright sale, shall be borne by the exchanging party, and the non-exchanging party shall incur no liability with respect to such structuring. In no event shall the non-exchanging party be obligated to take title to any replacement property

16.13 Business Days. For the purposes of this Agreement, the term "business day(s)" means any day of the year except Saturdays, Sundays and national holidays on which banks are required by law to close in New York State.

16.14 Review by Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement as necessary and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits hereto.

16.15 Headings. The titles to the paragraphs are for reference only and neither broaden nor confine the scope, content or intent of the paragraphs.

16.16 Relationship of Parties. Nothing contained in this Agreement shall be construed as making Purchaser and Seller the partner, agent or joint venturer of the other, and the parties shall have no relationship to each other hereunder other than that of vendor and vendee of the Property.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

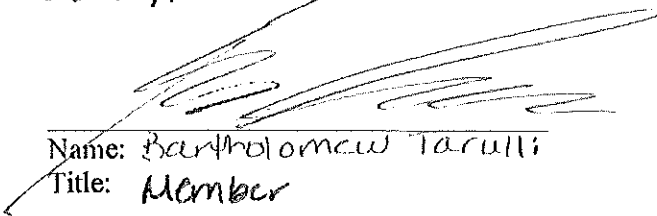
SELLER:

**AKORN OPERATING COMPANY LLC
d/b/a HI-TECH PHARMACAL CO., INC.**

By: Douglas S. Boothe
Name: Douglas S. Boothe
Title: President and CEO

132 Lincoln Ave.
Realty, LLC

PURCHASER:

By: 
Name: Bartholomew Tarulli
Title: Member

In confirmation of the provisions contained in Section 2.4:

ESCROW AGENT:

KATSKY KORINS LLP

By: 
Matthew Danow, Partner

EXHIBIT A
LEGAL DESCRIPTION

METROPOLITAN ABSTRACT CORP.

Title No. S346485

SCHEDULE A

Amended 12-23-2011

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Copiague, the Town of Babylon, County of Suffolk and State of New York, being designated and described as follows:

BEGINNING at a point on the westerly side of Lincoln Street, said point being the extreme southerly end of an arc lying at the intersection of the westerly side of Lincoln Street with the southerly side of 39th Street; and

RUNNING THENCE along the westerly side of Lincoln Street, South 32 degrees 40 minutes 42 seconds East, 135.30 feet;

THENCE North 57 degrees 19 minutes 18 seconds West, 88.45 feet;

THENCE North 38 degrees 35 minutes 34 seconds East, 2.52 feet;

THENCE North 51 degrees 34 minutes 10 seconds West, 164.67 feet;

THENCE North 37 degrees 18 minutes 07 seconds East, 99.02 feet;

THENCE South 51 degrees 34 minutes 10 seconds East, 164.67 feet;

THENCE North 37 degrees 18 minutes 07 seconds East, a distance of 74.87 feet to a point on the southerly side of 39th Street;

THENCE along the southerly side of 39th Street, South 37 degrees 43 minutes 08 seconds East, a distance of 64.63 feet to a point at the extreme northwesterly end of an arc which lies at the intersection of the southerly side of 39th Street with the westerly side of Lincoln Street;

THENCE in a southeasterly direction and along the arc of the aforementioned curve bearing to the right, having a radius of 20.00 feet and a distance of 24.57 feet to the point or place of BEGINNING.

EXHIBIT B

PERMITTED EXCEPTIONS TO TITLE

The Property is sold and shall be conveyed subject to the following (the “**Permitted Exceptions**”):

1. All presently existing and future liens for unpaid real estate taxes and water and sewer charges not due and payable as of the date of the Closing (as hereinafter defined), subject to adjustment as herein provided.

2. All present and future zoning, building, environmental and other laws, ordinances, codes, restrictions and regulations of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any, provided that none of same are presently violated by the existing structures and use thereof as zoned (collectively, “**Laws and Regulations**”).

3. All covenants, restrictions and rights and all easements and agreements (recorded or otherwise) for the erection and/or maintenance of water, gas, steam; electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other; like facilities, and appurtenances thereto, over, across and under the Property (collectively, “**Rights**”) and all other covenants, reservations, restrictions, rights, easements, declarations and agreements of record; provided, the same (i) are not now violated, (ii) do not contain a provision whereby a future violation may result in a forfeiture or reversion of title; (iii) do not impose a financial liability upon the property owner not discussed herein, (iv) do not prohibit or materially restrict the use of the Property for their current industrial use; and (v) do not prevent the construction of any addition or alterations to the existing Improvements (other than in accordance with the current building codes).

4. Consents by Seller or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Minor encroachments of stoops, areas, cellar steps, trims, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Property over any street or highway or over any adjoining property and projecting from adjoining property over the Property, provided that there exists no “out of possession” exception raised as to any of the foregoing by the Title Company.

6. Minor variations between record line and tax map description.

7. The state of facts shown on the survey of the Property performed by Michael K. Wicks, Inc., dated December 14, 2010 (the “**Existing Survey**”) and any state of facts an update or new survey may show, provided such state of facts on any new or updated survey do not render title unmarketable, in all cases provided that notwithstanding the foregoing, in the

event that any survey reading with respect to the Existing Survey or any update or new survey sets forth any "out of possession" exception, then Seller shall use commercially reasonable efforts to attempt to remove such exception (but in all cases subject to the limitations set forth in Section 4.2 regarding Seller's not being required to bring any action or proceeding or pay or incur expenses exceeding \$25,000 in the aggregate in order to remove any title exceptions, and further provided that in no event shall Seller be obligated to provide any indemnifications from any principals or affiliates of Seller), and in the event that Seller is unable to remove such exception prior to the expiration of the Due Diligence Period (time being of the essence), then Purchaser's exclusive options with respect thereto shall be to either (x) terminate this Agreement prior to the expiration of the Due Diligence Period (time being of the essence) pursuant to Section 8.1.3, or (y) waive Purchaser's objection to such exception, in which event such exception shall become a Permitted Exception. If Purchaser does not terminate this Agreement pursuant to Section 8.1.3 as set forth in clause (x) of the preceding sentence, then Purchase shall be deemed to have elected to waive such exception pursuant clause (y) of the preceding sentence. If Purchaser waives (or is deemed to have waived) its right to object to such "out of possession" exception, Seller shall continue to use commercially reasonable efforts to remove such exception (subject to the aforesaid limits on Seller's obligations), but the removal of such exception shall not be a condition to the Closing.

8. Financing statements on personalty: (a) owned by any tenant or former tenant; (b) filed more than five (5) years prior to the Closing Date and not renewed, provided that the Title Company agrees to omit such financing statements from the exceptions to Purchaser's title insurance policy.

9. Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Property.

10. Any encumbrances, defects or objections to title and any and all other matters whatsoever in each case created by Purchaser.

11. Standard exclusions and exceptions contained in the jacket of a standard New York form of title insurance policy issued at the time of Closing by the Title Company.

EXHIBIT C

FORM OF BILL OF SALE

AKORN OPERATING COMPANY LLC d/b/a HI-TECH PHARMACAL CO., INC., a Delaware limited liability company, having an address at _____ ("**Seller**"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by _____, a _____, having an address at _____ ("**Purchaser**"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all fixtures, furniture, furnishings, equipment, machinery, inventory, appliances and other articles of tangible personal property and Personalty (as defined in the Purchase and Sale Agreement) which are located at and used or usable in connection with the real property located at 132 Lincoln Street, Copiague, New York 11726.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

This Bill of Sale is made by Seller without recourse and without any expressed or implied representation or warranty whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of this ____ day of _____, 2021.

**AKORN OPERATING COMPANY LLC
d/b/a HI-TECH PHARMACAL CO., INC.**,
a Delaware limited liability company

By: _____
Name:
Title: