
FIRST AMENDMENT TO LEASE AGREEMENT

Dated as of July 1, 2020

by and between

NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY

and

DOMAX REALTY ASSOCIATES, LLC

(A. Liss & Co., Inc. Project)

Affecting the Land generally known by the street address
51-55 59th Place
Woodside, New York 11327
Block 2361, Lot 281

in Queens County,
City and State of New York
as more particularly described in
Exhibit A to this Lease Agreement
on the Official Tax Map of Queens County

Record and Return to:
Nixon Peabody LLP
55 West 46th Street
New York, New York 10036
Attention: Scott R. Singer, Esq.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made as of July 1, 2020 (this “Agreement”), between **NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York (the “Agency”), having its principal office at One Liberty Plaza, New York, New York 10006, party of the first part, and **DOMAX REALTY ASSOCIATES, LLC**, a limited liability company duly organized and existing under the laws of the State of New York (the “Lessee”), having its principal office at 38 Mt. View Avenue, Ardsley, New York 10502, supplemental to and amendatory of a certain Lease Agreement, dated as of October 1, 2006, between the Agency and the Lessee (the “Original Lease Agreement”, and, together with this Agreement, the “Lease Agreement”) (Capitalized terms used but not defined herein shall have the meanings assigned to them in the Original Lease Agreement):

W I T N E S S E T H :

WHEREAS, the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Act”), authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment, deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, to accomplish the purposes of the Act, the Agency entered into negotiations with the Lessee and A. Liss & Co., Inc., a New York business corporation (the “Sublessee”), for an industrial “project” within the meaning of the Act within the territorial boundaries of The City of New York and located on those certain lots, pieces or parcels of land consisting of an approximately 12,000 square foot parcel of land, in Block 2361, Lot 281, generally known as and by the street address 51-55 59th Place, Woodside, New York 11327 (collectively, the “Land”) and otherwise described in Exhibit A – “Description of Land” – attached hereto and made a part hereof; and

WHEREAS, the project consisted of the acquisition and renovation of an industrial facility (the “Facility”), consisting of the acquisition and renovation of an approximately 8,900 square foot building on the Land, all for use in the distribution, sub-contracting and installation of toilet, toilet partitions, lockers, shelving and accessories for the construction industry (the “Project”); and

WHEREAS, to facilitate the Project, the Agency and the Lessee, entered into a “straight lease transaction” within the meaning of the Act pursuant to the Agency’s Industrial Incentive Program; and

WHEREAS, on October 10, 2006 (the “Commencement Date”), (i) the Lessee leased the Facility to the Agency pursuant to a certain Company Lease Agreement, dated as of October 1, 2006, between the Lessee and the Agency, which was recorded on or about October 25, 2006 in the Office of the Register of The City of New York, Queens County (the “Register’s Office”) in CRFN 2006000595628, (ii) the Agency subleased its interest in the Facility to the Lessee pursuant to the Original Lease Agreement, which was recorded on or about October 25, 2006 in the Register’s Office in CRFN 2006000595629, and (iii) the Lessee sub-subleased its interest in the Facility to the Sublessee pursuant to a Sublease Agreement, dated as of October 1, 2006, between the Lessee and the Sublessee (the “Original Sublease Agreement”), which was recorded on or about October 25, 2006 in the Register’s Office in CRFN 2006000595630; and

WHEREAS, the Lessee, the Sublessee and each of Jeffrey Liss and Jerold C. Liss (together, the “Original Individual Guarantors”; and collectively with the Lessee and the Sublessee, the “Original Guarantors”) guaranteed to the Agency all payments, obligations, covenants and agreements of the Lessee under the Original Lease Agreement and of the Sublessee under the Original Sublease Agreement pursuant to a Guaranty Agreement, dated as of October 1, 2006 (the “Original Guaranty Agreement”), from the Original Guarantors to the Agency; and

WHEREAS, on or about December 4, 2019, the Sublessee advised the Agency that (i) the Sublessee, the Original Individual Guarantors, Synergy Management Holding, Co., Inc. an unaffiliated New York corporation (“Synergy”), and each of Daniel Perlmutter, Jessamyn Vasquez and Arthur Dover (collectively, the “New Individual Guarantors”; and together with Synergy, the “New Guarantors”), entered into a Stock Purchase Agreement, dated as of May 28, 2019, whereunder, among other things, the Original Individual Guarantors agreed to sell to Synergy 100% of their common stock of the Sublessee (the “Stock Purchase”), and (ii) Synergy is owned and controlled by the New Individual Guarantors; and

WHEREAS, in connection with the Stock Purchase, the Lessee and the Sublessee have requested that the Agency amend the Original Lease Agreement and consent to an amendment to the Original Sublease Agreement to permit the new ownership of the Sublessee as a result of the Stock Purchase; and

WHEREAS, on July 2, 2020, being the date of execution and delivery of this Agreement (the “Effective Date”), (i) the Agency and the Lessee will amend the Original Lease Agreement pursuant to this Agreement, (ii) the Lessee and the Sublessee will amend the Original Sublease Agreement pursuant a First Amendment to Sublease Agreement, dated as of the date hereof, between the Lessee and the Sublessee and (iii) the Original Guaranty Agreement will be amended and restated pursuant to an Amended and Restated Guaranty Agreement, dated the date hereof, from the Original Guarantors and the New Guarantors to the Agency; and

WHEREAS, the Lessee and the Sublessee have requested that the Agency enter into this Agreement and the Agency, by resolution adopted by the Agency on May 12, 2020 has authorized the entering into of this Agreement;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Definitions. The following defined terms in Section 1.1 of the Original Lease Agreement are hereby amended to read as follows (additional language is underscored and deleted language is in brackets, and the additional terms are added in appropriate alphabetical order):

Guarantors shall mean the Lessee, the Sublessee, Synergy, the Individual Guarantors and their respective permitted estates, successors and assigns.

Individual Guarantors shall mean collectively, Jeffrey Liss, [and] Jerold C. Liss, Daniel Perlmutter, Jessamyn Vasquez and Arthur Dover.

Synergy shall mean Synergy Management Holding, Co., Inc. a New York corporation.

Section 2. The Second paragraph of Section 6.1 of the Original Lease Agreement is hereby amended to read as follows (deleted language is in brackets):

“The Lessee further represents, covenants and agrees that [(x) the controlling interest in the Lessee is and throughout the term of this Agreement will continue to be owned by the same individuals as shall own the voting stock or other equity interest in the Sublessee,] (y) it is and throughout the term of this Agreement will continue to be duly qualified to do business in the State and that any company succeeding to its rights under this Agreement shall be and continue to be duly qualified to do business in the State, and (z) it does not and throughout the term of this Agreement will not constitute a Prohibited Person. [For purposes of the immediately preceding sentence, controlling interest shall mean the ownership of 51% or more of the beneficial ownership and voting interest.”]

Section 3. Section 6.9(b) of the Original Lease Agreement is hereby amended to read as follows (deleted language is in brackets):

“(b) The Lessee shall ensure that all employees and applicants for employment with the Lessee or its Affiliates [(including the Sublessee)] with regard to the Facility are afforded equal employment opportunities without discrimination. Except as is otherwise provided by collective bargaining contracts or agreements, new employment opportunities created as a result of the Project shall be listed with the New York State Department of Labor Community Services Division, and with the administrative entity of the service delivery area created by the Workforce Investment Act of 1998 (P.L. No. 105-220) in which the Facility is located. Except as is otherwise provided by collective bargaining contracts or agreements, the Lessee agrees, where practicable, to consider first, and cause each of its Affiliates [(including the Sublessee)] at the Facility to consider first, persons eligible to participate in the Workforce Investment Act of 1998 (P.L. No. 105-220) programs who shall be referred by administrative entities of service delivery areas created pursuant to such act or by the Community Services Division of the New York State Department of Labor for such new employment opportunities.”

Section 4. Section 9.5(a) of the Original Lease Agreement is hereby amended to read as follows (additional language is underscored and deleted language is in brackets):

“(a) if to the Agency, to the General Counsel, New York City Industrial Development Agency, One Liberty Plaza [110 William Street], New York, New York 10006 [10038] with a copy to the Executive Director of the Agency at the same address, and

(b) if to the Lessee, to Domax Realty Associates, LLC, 38 Mt. View Avenue, Ardsley, New York 10502 [32-15 58th Street, Woodside, New York 11327], Attention: Jeffrey Liss, Member [, with a copy to Samuel B. Freed, Esq., 98-20 Metropolitan Avenue, 2nd Floor, Forest Hills, New York 11375]”

Section 5. All terms not otherwise defined in this Agreement shall be deemed to have the same meaning assigned to such terms in the Original Lease Agreement.

Section 6. Except as hereby expressly amended, the Original Lease Agreement is in all respects ratified and confirmed, and all terms, provisions and conditions thereof shall be and remain in full force and effect, and this Agreement, and all of its terms, provisions and conditions, shall be deemed to be part of the Lease Agreement.

Section 7. The Lessee represents all approvals or consents required for the execution of this Agreement have been obtained or waived.

Section 8. All references in the Original Lease Agreement to “this Agreement” or words of similar import, and the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in the Original Lease Agreement, shall be deemed to refer to the Original Lease Agreement, as amended by this Agreement.

Section 9. This Agreement shall be recorded by the Lessee in the Register’s office at the expense of the Lessee or the Sublessee at the request of the Agency.

Section 10. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 11. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written. This Agreement was delivered and made effective on the Effective Date.

IN WITNESS WHEREOF, the Agency has caused its corporate name to be subscribed unto this Lease Agreement by its duly authorized Chairman, Vice Chairman, Executive Director, Deputy Executive Director, General Counsel or Vice President for Legal Affairs and the Lessee has caused its name to be hereunto subscribed by its duly Authorized Representative, all being done as of the year and day first above written.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Krishna Omolade

Title: Executive Director

DOMAX REALTY ASSOCIATES, LLC

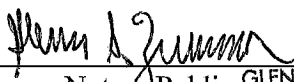
By:  _____

Name: Jeffrey Liss

Title: Member

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

On the 30 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Liss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public GLENN S. ZUMMER
Notary Public, State of New York
No. 01ZU6055445
Qualified in Queens County
Commission Expires Feb. 26, 2023

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Second Ward, Borough and County of Queens, City and State of New York, known as and by Lots Numbered 518 to 524 inclusive in Block 14 as shown and designated on a certain map entitled, "Nelson Heights at Woodside in the Second Ward, Borough of Queens, New York City, surveyed May 1926 for the Estate of William Nelson by William L. Savacool, C.E. & C.S. – map completed May 19, 1926" and filed in the Office of the Clerk of the County of Queens on July 22, 1926 as Map No. 4931 and which said lots are more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of 59th Place (60 feet wide), distant 503.09 feet southerly from the corner formed by the intersection of the said side of 59th Place with the southerly side of Tyler Avenue (70 feet wide);

RUNNING THENCE easterly at right angles to the easterly side of 59th Place, 100 feet;

THENCE southerly and parallel with the said easterly side of 59th Place, 140 feet;

THENCE westerly again at right angles to the easterly side of 59th Place, 100 feet to the easterly side of 59th Place;

THENCE along the easterly side of 59th Place, the following five courses and distances:

- (1) northerly along the easterly side of 59th Place, a distance of 12.96 feet;
- (2) westerly, a distance of 1 foot;
- (3) northerly, at right angles to the last mentioned course, a distance of 20.50 feet;
- (4) easterly, at right angles to the last mentioned course, a distance of 1 foot;
- (5) continuing along the easterly side of 59th Place, a distance of 106.54 feet to the point or place of BEGINNING.

Said premises being known as 51-55 59th Place, Woodside, New York.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part of, in and to land lying in the street in front of and adjoining said premises.