

FIRST AMENDMENT TO  
LEASEBACK TO COMPANY

*THIS FIRST AMENDMENT TO LEASEBACK TO COMPANY* ("First Amendment"), effective the 16<sup>th</sup> day of January, 2026 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices located at 548 Broadway, Monticello, New York 12701 ("Agency") and BE NEET LLC, a New York limited liability company having a mailing address of P.O. Box 557, Jeffersonville, New York 12748 ("Company"), amends that certain Leaseback to Company, made as of the 1<sup>st</sup> day of February, 2017, by and between the Agency and the Company ("Leaseback Agreement").

Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the Leaseback Agreement.

RECITALS

*WHEREAS*, the Agency was created by Chapter 560 of the Laws of 1970 of the State of New York ("State") pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively referred to as the "Enabling Act") as a body corporate and politic and as a public benefit corporation of the State; and

*WHEREAS*, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and 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 facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

*WHEREAS*, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

*WHEREAS*, pursuant to and in connection with the provisions of the Enabling Act, the Agency is empowered under the Enabling Act to undertake the providing of financing and taking of title or a leasehold interest in the Project (as described below); and

*WHEREAS*, on or about February 27, 2017, the Agency closed a lease/leaseback transaction with the Company consisting of: (i) construction, installation and equipping of an approximately 88' x 100' square foot steel frame building intended to be used as a transfer station ("Building") situate on two (2) parcels of real estate consisting of approximately 15.24 acres located at 5237-5239 State Route 52, Town of Delaware ("Town"), County of Sullivan ("County"), State of New York and identified on the Town tax map as Section 21, Block 1, Lot 12.1 and Section 6, Block 1, Lot 43.1 ("Land"); (ii) construction and equipping of the Building; (iii) construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iv) construction of improvements to the Building, the Land and the Equipment

(collectively, the Building, the Land and the Equipment are referred to as the “Facility” or the “Project”); and (v) lease of the Project from the Agency to the Company; and

*WHEREAS*, on or about February 27, 2017, the Agency and the Company entered into the following documents, effective as of February 1, 2017:

1. Agent and Project Agreement;
2. Lease to Agency and memorandum thereto;
3. Leaseback Agreement and memorandum thereto; and
4. Payment in Lieu of Tax Agreement; and

*WHEREAS*, the Agency and the Company wish to enter into this First Amendment to correct a scrivener’s error in the termination date of the Leaseback Agreement.

*NOW THEREFORE*, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Amendment to Leaseback Agreement. Article II, Section 2.5(b), Duration of Lease Term; Quiet Enjoyment, is hereby deleted and the following Section 2.5(b) is inserted in its place and stead, to read as follows:

“(b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 1, 2037, or on such earlier date as may be permitted by Section 8.1 hereof.”

2. Article III, Section 3.5(a), Additional Provisions Respecting Insurance, is hereby deleted and the following Section 3.5(a) is inserted in its place and stead, to read as follows:

“(a) All insurance required by Section 3.4(c) hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding Five Thousand (\$5,000.00) Dollars. All policies of insurance shall be primary and non-contributory. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.”

3. Article V, Section 5.2, Hold Harmless Provisions, is hereby amended to add to the beginning of the first sentence “To the fullest extent permitted by law,”.

4. Article IX, Section 9.1, Notices, is hereby deleted and the following Section 9.1 is inserted in its place and stead, to read as follows:

“9.1 Notices. All notices provided for by this Leaseback Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally

served on the party to whom notice is to be given; or on the date of receipt if transmitted by electronic mail to the party to whom notice is to be given; or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

To the Agency:

County of Sullivan Industrial Development Agency  
548 Broadway  
Monticello, New York 12701  
Attn: Executive Director

with a copy to:

Walter F. Garigliano P.C.  
449 Broadway, P.O. Drawer 1069  
Monticello, New York 12701  
Attn: Walter F. Garigliano, Esq.

To the Company:

Be Neet LLC  
P.O. Box 557  
Jeffersonville, New York 12748

with a copy to:

Martin S. Miller, Esq.  
7 St. John Street, Suite 101  
Monticello, New York 12701

and to such other addresses and/or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the matter provided in this Section. Any electronic notice sent outside of regular business hours shall be deemed given on the next business day.”

6. Integration. Except as herein amended, all other terms and conditions of the Leaseback Agreement shall remain in full force and effect. If there shall be any conflict or inconsistency between the terms of this First Amendment or the Leaseback Agreement, the terms of this First Amendment shall control.

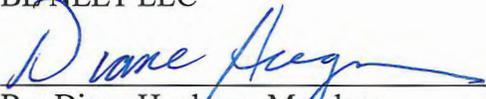
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*IN WITNESS WHEREOF*, the parties hereto have executed this First Amendment effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY

  
By: Howard A. Siegel, Chairman

BE NEET LLC

  
By: Diane Hughson, Member

  
By: James Hughson, Member