

**FIRST AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT ("First Amendment"), effective the 31st day of January, 2024, 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 FOUR GOATS LLC, a New York limited company, having a mailing address of 4 Schumway Road, Neversink, New York 12765 ("Company"), amends that certain Lease Agreement, dated December 15, 2015, by and between the Agency and Company (the "A&R Lease").

Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the A&R Lease.

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("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 its 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, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, on or about December 1, 2003, Cannie D's Corner Corp. ("Cannie D's") and the Agency entered into a Lease Agreement ("2003 Lease") relating to the premises depicted on the Town of Neversink tax map as Section 35, Block 1 and Lot 8.4 and located at 4 Schumway Road in the Town of Neversink, County of Sullivan, State ("Real Property"); and

WHEREAS, Cannie D's requested financial assistance to construct a convenience store with gasoline island; two (2) ancillary store fronts; and a storage building aggregating to approximately 6,400 square feet and in connection therewith entered into various other agreements with the Agency, including without limitation, an Agent Agreement, dated August 28, 2003 and a Payment

in Lieu of Tax Agreement, dated December 1, 2003 (and together with the 2003 Lease collectively, the “Agency Documents”); and

WHEREAS, Cannie D’s constructed the convenience store and two (2) ancillary store fronts, the gasoline island and a fuel shed (in lieu of the storage building) aggregating to approximately 5,675 square feet (“Cannie D’s Project” or “Facility”); and

WHEREAS, by Assignment and Assumption of Lease Agreement and Related Documents and Consent of Agency, made as of December 15, 2015 (“Assignment”) Cannie D’s transferred, assigned and conveyed to Four Goats the Cannie D’s Project and all of its rights, title and interest in and to the Agency Documents as it related to the Real Property, and the Company, subject to the terms and conditions of the Assignment, accepted and assumed all of Cannie D’s obligations under the Cannie D’s Project and the Agency Documents relating to the Real Property on or after the date of the Assignment; and

WHEREAS, to induce the Agency to consent to the Assignment, the Company agreed to amend and restate the Agency Documents to create a direct contractual obligation between the Company and the Agency (collectively the “Amended and Restated Transaction Documents”); and

WHEREAS, from and after the date of the Assignment, the Agency leases the Real Property to the Company and the Company rents the Real Property from the Agency, upon the terms and conditions set forth in the A&R Lease; and

WHEREAS, the end date of the Lease Term is erroneously set forth as February 1, 2024 in the A&R Lease.

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 A&R Lease. Article II, Section 2.4(b) is hereby deleted and a revised Article II, Section 2.4(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, 2025, or on such earlier date as may be permitted by Section 8.1 hereof.”

2. Article IX, Section 9.1, Notices, is hereby deleted and a revised Article IX, Section 9.1, is inserted in its place and stead, to read as follows:

“9.1 Notices. All notices provided for by this Lease 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:
Four Goats LLC
4 Schumway Road
Neversink, New York 12765

with a copy to:
Steve Mogel, Esq.
457 Broadway, Suite 16A
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.”

3. Expenses. All fees and costs related to this First Amendment shall be paid by the Agency.

4. Integration. Except as herein amended, all other terms and conditions of the A&R Lease shall remain in full force and effect. If there shall be any conflict or inconsistency between the terms of this First Amendment or the A&R Lease, 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.

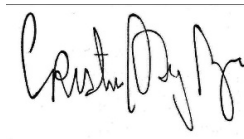
COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Jennifer Flad, Executive Director

FOUR GOATS LLC



By: Mark M. McLewin, Member



By: Cristina Aby-Azar, Member