

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(DUTCHESS COUNTY, NEW YORK)

and

GPSDC (NEW YORK) INC.

FIFTH AMENDMENT OF LEASE AGREEMENT

Dated as of December 1, 2021

Dutchess County Industrial Development Agency
(2021 Amendment to GPSDC (New York) Inc. 1999 Facility)

THIS FIFTH AMENDMENT OF LEASE AGREEMENT (this "**Fifth Amendment of Lease Agreement**"), dated as of December 1, 2021, is between the DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 3 Neptune Road, Poughkeepsie, New York 12601-5545 (the "**Agency**"), and GPSDC (NEW YORK) INC., a business corporation duly organized and validly existing under the laws of the State of Delaware and authorized to do business in the State of New York, having a principal office at 2 Folsom Street, San Francisco, California 94105 (the "**Company**").

RECITALS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Agency was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, constructing, installing, furnishing and equipping certain facilities as authorized by the Act; and the Agency was created and is empowered to undertake the providing, financing and leasing of the Facility defined below; and

WHEREAS, the Agency and the Company entered into a Lease Agreement, dated as of December 1, 1999 (the "**1999 Lease Agreement**"), and a memorandum of which 1999 Lease Agreement was recorded in the Office of the County Clerk of Dutchess County, New York (the "**County Clerk's Office**") on December 10, 1999 as Instrument No. 02199911644 with respect to the 1999 Facility (as defined below); and

WHEREAS, in connection with the execution and delivery of the 1999 Lease Agreement, the Agency and the Company entered into an Environmental Compliance and Indemnification Agreement, dated as of December 1, 1999 (the "**1999 Environmental Compliance and Indemnification Agreement**"), pursuant to which the Company agreed to, among other things, comply with all material environmental laws applicable to the acquisition, construction, equipping and operation of the 1999 Facility; and

WHEREAS, in connection with the execution and delivery of the 1999 Lease Agreement, the Agency and the Company entered into a Payment-In-Lieu-Of-Tax Agreement, dated as of December 1, 1999 (the "**1999 PILOT Agreement**"), which 1999 PILOT Agreement provided for payments-in-lieu-of-taxes by the Company with respect to the 1999 Facility; and

WHEREAS, the 1999 Facility consisted of the acquisition, construction and equipping of approximately 2.3 million square feet of buildings in up to three phases on approximately 189 acres of land located at 100 Merritt Boulevard and 110 Merritt Boulevard, Fishkill, New York 12524 for use by the Company as a warehouse distribution center and fulfillment operations (the "**1999 Facility**"); and

WHEREAS, the Agency and the Company previously amended and restated the 1999 PILOT Agreement pursuant to the terms of an Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 1999 (the "**Amended and Restated PILOT**"); and

Agreement”), to make technical corrections to the 1999 PILOT Agreement and to provide for payments-in-lieu-of-taxes by the Company with respect to the 1999 Facility; and

WHEREAS, the Agency and the Company previously amended the 1999 Lease Agreement pursuant to an Amendment of Lease Agreement, dated as of November 10, 2000 (the **“2000 Lease Amendment”**), in order to reflect that an additional approximately 11 acres of land was conveyed by the Company to the Agency for lease by the Agency to the Company and was included in the definition of “Facility” in the 1999 Lease Agreement (the **“2000 Facility”**), and an Amendment of Memorandum of Lease was recorded in the County Clerk’s Office on November 22, 2000 as Document No. 02200010623; and

WHEREAS, the Agency and the Company previously amended the 1999 Environmental Compliance and Indemnification Agreement pursuant to the terms of an Amendment of Environmental Compliance and Indemnification Agreement, dated as of November 10, 2000 (the **“2000 Amendment to Environmental Compliance and Indemnification Agreement”**), to reflect that the definitions of “Land” and “Facility” in the 1999 Environmental Compliance and Indemnification Agreement included the 2000 Facility; and

WHEREAS, in 2014, the Company requested that the Agency provide financial assistance in connection with the improvement, reconstruction, repair, refurbishing, installation, furnishing and equipping of the 1999 Facility and the 2000 Facility consisting of the expansion and modernization of, and installation of equipment in, the 1999 Facility and the 2000 Facility (the **“2014 Facility”**); and, together with the 1999 Facility and the 2000 Facility, the **“Original Facility”**); and

WHEREAS, in connection with the undertaking of the 2014 Facility, the Agency and the Company amended and restated the Amended and Restated PILOT Agreement, pursuant to the terms of a Second Amended and Restated PILOT Agreement, dated as of September 11, 2014 (the **“Second Amended and Restated PILOT Agreement”**), to provide for payments-in-lieu-of-taxes by the Company with respect to the Original Facility; and

WHEREAS, the Agency and the Company further amended the 1999 Environmental Compliance and Indemnification Agreement, as amended by the 2000 Amendment to Environmental Compliance and Indemnification Agreement, pursuant to the terms of a Second Amendment to Environmental Compliance and Indemnification Agreement, dated as of September 11, 2014 (the **“Second Amendment Agreement”**), to reflect that the definition of “Facility” in the 1999 Environmental Compliance and Indemnification Agreement, as amended by the 2000 Amendment to Environmental Compliance and Indemnification Agreement, included the 2014 Facility; and

WHEREAS, the Agency and the Company further amended the 1999 Lease Agreement, as amended by the 2000 Lease Amendment, pursuant to the terms of a Second Amendment of Lease Agreement, dated as of September 11, 2014 (the **“Second Amendment of Lease Agreement”**), to reflect (i) that the definition of “Facility” in the 1999 Lease Agreement, as amended by the 2000 Lease Amendment, included the 2014 Facility, (ii) the extension of the term of the 1999 Lease Agreement, as amended by the 2000 Lease

Amendment; and (iii) the provision of sales and use tax exemptions with respect to the 2014 Facility; and

WHEREAS, in 2017, the Agency provided financial assistance in connection with the acquisition and installation of equipment (the “**2017 Facility**”) to replace equipment damaged and/or destroyed by a fire at the Original Facility located on approximately 193.351 acres of land at 100 Merritt Boulevard and 110 Merritt Boulevard, Fishkill, New York 12524 consisting of the following ten (10) parcels: Tax Map No. 133001-6255-01-138778-0000, 133001-6255-01-117805-0000, 133001-6255-01-140820-0000, 133001-6255-01-146732-0000, 133001-6255-01-160704-0000, 133001-6255-01-196732-0000, 133001-6255-01-205779-0000, 133001-6255-01-225656-0000, 133001-6255-01-263805-0000, and 133001-6255-00-386780-0000, which 2017 Facility was installed at and used in connection with the Original Facility (the 2017 Facility and the Original Facility being referred to as the “**New Facility**”) and the Agency and the Company further amended the 1999 Lease Agreement, as amended by the 2000 Lease Amendment and the Second Amendment of Lease Agreement, pursuant to the terms of a Third Amendment of Lease Agreement dated as of March 1, 2017 (the “**Third Amendment of Lease Agreement**”); and, together with the 1999 Lease Agreement, the 2000 Lease Amendment and the Second Amendment of Lease Agreement, the “**2017 Lease Agreement**”); to reflect (i) that the definition of “Facility” in the 1999 Lease Agreement, as amended by the 2000 Lease Amendment and the Second Amendment of Lease Agreement, includes the 2017 Facility, and (ii) the provision of sales and use tax exemptions with respect to the 2017 Facility; and

WHEREAS, contemporaneously with the execution and delivery of the Third Amendment of Lease Agreement, the Agency and the Company amended the 1999 Environmental Compliance and Indemnification Agreement, as amended by the 2000 Amendment to Environmental Compliance and Indemnification Agreement and the Second Amendment Agreement, pursuant to the terms of a Third Amendment to Environmental Compliance and Indemnification Agreement, dated as of March 1, 2017 (the “**Third Amendment Agreement**”); and together with the 1999 Environmental Compliance and Indemnification Agreement, the 2000 Amendment to Environmental Compliance and Indemnification Agreement and the Second Amendment Agreement, the “**2017 Environmental Compliance Agreement**”), to reflect that the definition of “Facility” in the 1999 Environmental Compliance and Indemnification Agreement, as amended by the 2000 Amendment to Environmental Compliance and Indemnification Agreement and the Second Amendment Agreement, included the 2017 Facility; and

WHEREAS, in 2018, the Company requested that the Agency provide financial assistance in connection with the acquisition and installation of additional and/or other more advanced and efficient equipment than delineated in the 2017 Facility (the “**2018 Facility**”) to increase the importance of the New Facility as part of the Company’s logistics network and ensure its viability in the long run, which 2018 Facility was installed at and used in connection with the New Facility (the 2018 Facility and the New Facility hereinafter being referred to as the “**Existing Facility**”) and the Company anticipated expenditure of approximately Fifteen Million and 00/100 Dollars (\$15,000,000) on the 2018 Facility; and

WHEREAS, in connection with the undertaking of the 2018 Facility, the Company and the Agency amended the 2017 Lease Agreement pursuant to the terms of a Fourth Amendment of Lease Agreement dated as of October 1, 2018 (the “**Fourth Amendment of Lease Agreement**”); and, together with the 2017 Lease Agreement, the “**Existing Lease Agreement**”) to reflect (i) that the definition of “Facility” in the 2017 Lease Agreement includes the 2018 Facility, and (ii) the provision of sales and use tax exemptions with respect to the 2018 Facility; and

WHEREAS, contemporaneously with the execution and delivery of the Fourth Amendment of Lease Agreement, the Agency and the Company amended the 2017 Environmental Compliance and Indemnification Agreement pursuant to the terms of a Fourth Amendment to Environmental Compliance and Indemnification Agreement, dated as of October 1, 2018 (the “**Fourth Amendment Agreement**”); and together with the 2017 Environmental Compliance and Indemnification Agreement, the “**Existing Environmental Compliance Agreement**”), to reflect that the definition of “Facility” in the 2017 Environmental Compliance and Indemnification Agreement included the 2018 Facility; and

WHEREAS, the Company has now requested that the Agency undertake a project (the “**Project**”) to provide financial assistance in connection with the acquisition and installation of equipment (the “**2021 Facility**”); and, together with the Existing Facility, the “**Facility**”) to be installed at and used in connection with the Existing Facility, and the Company anticipates expenditure of approximately Sixty-Eight Million Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$68,575,000.00) on the 2021 Facility; and

WHEREAS, the Company has represented to the Agency that the 2021 Facility will consist of the acquisition and installation of additional advanced equipment and/or specialized material handling machinery and that the 2021 Facility will increase the throughput of the distribution center and will increase the importance of the Existing Facility as part of the Company’s logistics network and ensure its viability in the long run; and

WHEREAS, in connection with the undertaking of the 2021 Facility, the Company and the Agency intend to amend the Existing Lease Agreement pursuant to the terms of this Fifth Amendment of Lease Agreement to reflect (i) that the definition of “Facility” in the Existing Lease Agreement includes the 2021 Facility, and (ii) the provision of sales and use tax exemptions with respect to the 2021 Facility; and

WHEREAS, contemporaneously with the execution and delivery of the Fifth Amendment of Lease Agreement, the Agency and the Company intend to further amend the Existing Environmental Compliance Agreement pursuant to the terms of a Fifth Amendment to Environmental Compliance and Indemnification Agreement, dated as of December 1, 2021 (the “**Fifth Amendment Agreement**”); and together with the Existing Environmental Compliance and Indemnification Agreement, the “**Environmental Compliance Agreement**”), to reflect that the definitions of “Facility” in the Existing Environmental Compliance Agreement includes the 2021 Facility

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions in this Fifth Amendment of Lease Agreement. All capitalized terms used in this Fifth Amendment of Lease Agreement which are not otherwise defined herein shall have the meanings assigned thereto in the Existing Lease Agreement which definitions are incorporated herein and made a part hereof by reference.

ARTICLE II

AMENDMENT OF EXISTING LEASE AGREEMENT

Section 2.1. Amendment of Section 4.4 to the Existing Lease Agreement. The following provisions of Section 4.4 of the Existing Lease Agreement are hereby amended and restated in their entirety as follows:

(a) The definition of "Completion Date" shall be amended and restated as follows:

"Completion Date" shall mean (i) with respect to the 2014 Facility, the date of completion of the expansion and modernization of and installation of equipment in the Facility as certified in writing to the Agency by the Company, (ii) with respect to the 2017 Facility, the date of completion of the acquisition and installation of replacement equipment in the Facility as certified in writing to the Agency by the Company, (iii) with respect to the 2018 Facility the date of completion of the acquisition and installation of equipment in the Facility as certified in writing to the Agency by the Company, and (iv) with respect to the 2021 Facility the date of completion of the acquisition and installation of equipment in the Facility as certified in writing to the Agency by the Company.

(b) The definition of "Maximum Sales Tax Savings Amount" shall be amended and restated as follows:

"Maximum Sales Tax Savings Amount" shall mean the aggregate maximum dollar amount of Sales Tax Savings that the Company and all Agents acting on behalf the Company are permitted to receive under this Lease Agreement, which shall equal Seven Million Eight Hundred Thousand and 00/100 Dollars (\$7,800,000.00) for the 2014 Facility, Eight Million Nine Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$8,937,500.00) for the 2017 Facility, One Million Two Hundred Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,218,750.00) for the 2018 Facility, and Five

Million Five Hundred Seventy-One Thousand Seven Hundred Eighteen and 75/100 Dollars (\$5,571,718.75) for the 2021 Facility; provided, however, that the Maximum Sales Tax Savings Amount for the 2014 Facility shall refer only to Sales Tax Savings that are received on or after September 11, 2014, the Maximum Sales Tax Savings Amount for the 2017 Facility shall refer only to Sales Tax Savings that are received on or after March 1, 2017, the Maximum Sales Tax Savings Amount for the 2018 Facility shall refer only to Sales Tax Savings that are received on or after October 30, 2018, and the Maximum Sales Tax Savings Amount for the 2021 Facility shall refer only to Sales Tax Savings that are received on or after December 15, 2021.

(c) Section (c)(i) shall be amended and restated as follows:

(i) The Sales Tax Exemption shall be effective only for a term commencing on September 11, 2014 for the 2014 Facility, March 1, 2017 for the 2017 Facility, October 30, 2018 for the 2018 Facility and December 15, 2021 for the 2021 Facility, and expiring upon the earliest of (A) the termination of this Lease Agreement, (B) the later of the Completion Date with respect to the 2014 Facility, the Completion Date with respect to the 2017 Facility, the Completion Date with respect to the 2018 Facility, and the Completion Date with respect to the 2021 Facility, or (C) the termination of the Sales Tax Exemption authorization by the Agency upon the occurrence of an Event of Default under the Lease Agreement (such date being referred to herein as the “**Termination Date**”).

(d) Section (h) shall be amended and restated as follows:

(h) Sales Tax Registry Filing Requirement. No later than August 1st of each year, the Company shall file with the Agency a completed Sales Tax Registry, in the form attached hereto as Exhibit D, which accounts for all Sales Tax Savings realized by the Company and each Agent during the prior annual period ending on the preceding June 30th (or such shorter period beginning on September 11, 2014 for the 2014 Facility, beginning on March 1, 2017 for the 2017 Facility, beginning on October 30, 2018 for the 2018 Facility and beginning on December 15, 2021 for the 2021 Facility and ending on the preceding June 30th), unless the Termination Date occurred prior to such June 30th. Within ten (10) days after the Termination Date, the Company shall file with the Agency a completed Sales Tax Registry which accounts for all Sales Tax Savings realized by the Company and each Agent during the period from the preceding July 1st to the Termination Date.

Section 2.2. Recapture of Sales Taxes. The Sales Tax Exemptions provided herein and in the Existing Lease Agreement for the 2021 Facility shall be subject to recapture as set forth herein and in the Existing Lease Agreement and as set forth in any separate written agreement between the Company and the Agency. The Agency’s Policy on Maintaining Performance Based Incentives will not apply to this project.

Section 2.3. Amendment of Exhibit B to the Existing Lease Agreement. The Agency and the Company agree that the Existing Lease Agreement is hereby amended to add the description of the Equipment set forth as Exhibit B hereto to the Existing Lease Agreement to be incorporated into and made a part of the Existing Lease Agreement as part of Exhibit B to the Existing Lease Agreement. All references to the "Facility", the "Improvements" and the "Equipment" in the Existing Lease Agreement shall be amended to reflect that the Facility, the Improvements and the Equipment now include the personal property described in Exhibit B attached hereto and such personal property shall be leased by the Agency to the Company pursuant to the Existing Lease Agreement as amended by this Fifth Amendment of Lease Agreement.

Section 2.4. Recording of Memorandum of Fifth Amendment of Lease Agreement. In connection with the execution and delivery of this Fifth Amendment of Lease Agreement, the Agency and the Company shall record or cause to be recorded a Memorandum of Fifth Amendment of Lease reflecting the amendment and modification of the Existing Lease Agreement pursuant to the terms of this Fifth Amendment of Lease Agreement.

ARTICLE III MISCELLANEOUS

Section 3.1. Binding Effect. This Fifth Amendment of Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 3.2. Severability. In the event any provision of this Fifth Amendment of Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.3. Amendments, Changes and Modifications. This Fifth Amendment of Lease Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 3.4. Execution of Counterpart. This Fifth Amendment of Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.5. Applicable Law. This Fifth Amendment of Lease Agreement shall be governed exclusively by the applicable laws of the State of New York without regard or reference to its conflict of laws principles.

Section 3.6. Ratification of Lease Agreement. Except as otherwise amended and modified by this Fifth Amendment of Lease Agreement, the Existing Lease Agreement is hereby ratified and confirmed and remains in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the Company have caused this Fifth Amendment of Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date and year first above written.

**DUTCHESS COUNTY
INDUSTRIAL DEVELOPMENT
AGENCY**

By: Sarah Lee
Name: Sarah Lee
Title: Executive Director

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

On the 13th day of December in the year 2021, before me, a Notary Public in and for said State, personally appeared **SARAH LEE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Elizabeth A. Cappillino
Notary Public

ELIZABETH A. CAPPILLINO
Notary Public, State of New York
No. 02CA6358428
Qualified in Dutchess County
Commission Expires 5/8/2025

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Signature Page 1 of 2

GPSDC (NEW YORK) INC.

By: _____
Name: Katrina O'Connell
Title: EVP and Chief Financial Officer

STATE OF CALIFORNIA)
 : ss.:
COUNTY OF SAN FRANCISCO)

On the ____ day of December in the year 2021, before me, a Notary Public in and for said State, personally appeared **KATRINA O'CONNELL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

See attached certificate

Notary Public

Fifth Amendment of Lease Agreement
Signature Page 2 of 2

CALIFORNIA CERTIFICATE of ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin

On DEC 13 2021, before me *Terrie Gillett, Notary Public*, personally appeared **Katrina O'Connell**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand & official seal.



Terrie Gillett

Terrie Gillett, Notary Public

(Seal)

..... Optional Information

DESCRIPTION OF ATTACHED DOCUMENT

5th Amendment Lease Agreement

TYPE OF IDENTIFICATION

- Satisfactory Evidence – photo ID card
- One credible witness acknowledging identity of principal
- Two credible witnesses acknowledging identity of principal

Exhibit A

Legal Description of Real Property

Schedule A

Description of Real Property

ALL that certain lot, piece or parcel of land situate, lying in the Village of Fishkill and Town of Fishkill, County of Dutchess and State of New York, being more accurately bounded and described as follows:

BEGINNING at a point in the Village of Fishkill in the southerly line of Merritt Boulevard, said point of beginning being located on the following two (2) courses and distances:

1. North 76 degrees 23 minutes 00 seconds East 387.68 feet to a point of curvature;
2. On a curve to the left having a radius of 550.00 feet and a distance of 84.94 feet the chord of which bears North 75 degrees 39 minutes 17 seconds East 84.85 feet from the intersection of the southerly line of Merritt Boulevard and the easterly line of New York State Route 9;

THENCE from the above described point of beginning along the southerly line of Merritt Boulevard on the following four (4) courses and distances:

1. On a curve to the left having a radius of 550.00 feet for a distance of 229.81 feet the chord of which bears North 59 degrees 15 minutes 40 seconds East 228.14 feet to a point of tangency;
2. North 47 degrees 17 minutes 27 seconds East 395.42 feet to a point of curvature;
3. On a curve to the right having a radius of 400.00 feet for a distance of 284.20 feet the chord of which bears North 67 degrees 38 minutes 31 seconds East 278.26 feet to a point of tangency;
4. North 88 degrees 00 minutes 00 seconds East 40.28 feet to the northeasterly corner of Tax Map Parcel 21-6255-01-140820;

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

THENCE along said parcel on the following two (2) courses and distances:

1. South 02 degrees 00 minutes 00 seconds East 464.40 feet;
2. South 88 degrees 00 minutes 00 seconds West 20.00 feet to the northeast corner of Tax Map Parcel 21-6255-01-138778;

THENCE along said parcel South 02 degrees 00 minutes 00 seconds East 422.00 feet to Tax Map Parcel 21-6255-01-146732; thence along said parcel on the following two (2) courses and distances:

1. North 88 degrees 00 minutes 00 seconds East 22.80 feet;
2. South 02 degrees 30 minutes 30 seconds West 471.09 feet to Tax Map Parcel 21-6255-01-131699 (P/O);

THENCE along the parcel, North 71 degrees 15 minutes 16 seconds East 50.72 feet; thence North 02 degrees 30 minutes 30 seconds East 192.48 feet to the southerly line of Tax Map Parcel 21-6255-01-205779;

THENCE along said parcel, South 87 degrees 29 minutes 30 seconds East 448.56 feet to the boundary line between the Village of Fishkill and the Town of Fishkill; thence along said Tax Map Parcel 21-6255-01-205779 and along the Village Town line, North 60 degrees 54 minutes 00 seconds East 166.94 feet to the southwesterly corner of Tax Map Parcel 21-6255-01-263805;

THENCE along said parcel and through the Village of Fishkill on the following four (4) courses and distances:

1. North 02 degrees 30 minutes 34 seconds East 723.38 feet;
2. South 65 degrees 43 minutes 43 seconds East 221.27 feet;
3. South 67 degrees 35 minutes 54 seconds East 60.00 feet and
4. North 22 degrees 23 minutes 49 seconds East 250.00 feet to the southerly line of Merritt Boulevard;

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

THENCE along the southerly line of Merritt Boulevard on the following two (2) courses and distances:

1. South 67 degrees 35 minutes 54 seconds East 561.62 feet to a point of curvature;
2. On a curve to the left having a radius of 550.00 feet for a distance of 157.48 feet the chord of which bears South 75 degrees 48 minutes 03 seconds East 156.94 feet to the boundary line between the Village of Fishkill and Town of Fishkill;

THENCE along said boundary line of the following five courses (5) and distances:

1. North 60 degrees 54 minutes 00 seconds East 355.14 feet;
2. North 57 degrees 56 minutes 00 seconds East 447.80 feet;
3. North 63 degrees 07 minutes 09 seconds East 66.60 feet;
4. North 60 degrees 25 minutes 00 seconds East 672.40 feet;
5. North 61 degrees 47 minutes 17 seconds East 196.84 feet;

THENCE along Lot #2 of Filed Map #10748 South 28 degrees 42 minutes 11 seconds East 100.00 feet to a concrete monument; thence along Lot 1B of Filed Map #10748A on the following three courses and distances:

1. South 59 degrees 57 minutes 39 seconds West 400.11 feet to a set 5/8 inch iron rod with red cap;
2. South 28 degrees 42 minutes 11 seconds East 275.07 feet to a set 5/8 inch iron rod with red cap;
3. North 59 degrees 57 minutes 39 seconds East 400.11 feet to a set 5/8 inch iron rod with red cap being in the bounds of said Lot #2 of Filed Map #10748;

THENCE along said Lot #2 South 28 degrees 42 minutes 11 seconds East 840.92 feet to the northwesterly bounds of Lot #3 of Filed Map #10748; thence along said Lot #3 on the following two courses and distances:

1. South 44 degrees 21 minutes 37 seconds West 2312.99 feet;
2. South 47 degrees 25 minutes 24 seconds West 399.27 feet to the northerly line of Interstate Route 84;

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

THENCE along the northerly line of Interstate Route 84 on the following seven (7) courses and distances:

1. South 19 degrees 05 minutes 14 seconds West 150.67 feet;
2. North 81 degrees 37 minutes 13 seconds West 76.12 feet;
3. South 89 degrees 33 minutes 22 seconds West 1343.62 feet;
4. South 76 degrees 50 minutes 47 seconds West 93.41 feet to a concrete monument on the boundary line between the Village of Fishkill and the Town of Fishkill;
5. through the Village of Fishkill, North 71 degrees 22 minutes 35 seconds West 103.00 feet;
6. North 81 degrees 25 minutes 21 seconds West 348.15 feet;
7. South 67 degrees 29 minutes 49 seconds West 23.39 feet to the southwesterly corner of Tax Map Parcel 21-6255-01-225656;

THENCE along said parcel on the following five (5) courses and distances:

1. North 04 degrees 53 minutes 20 seconds West 668.62 feet;
2. South 85 degrees 05 minutes 00 seconds West 62.71 feet;
3. North 14 degrees 22 minutes 50 seconds West 332.76 feet;
4. South 85 degrees 05 minutes 00 seconds West 132.81 feet;
5. North 11 degrees 45 minutes 00 seconds West 318.05 feet;

THENCE South 78 degrees 15 minutes 00 seconds West 30.85 feet; thence along Tax Map Parcel 21-6255-01-131699 (P/O) and along the westerly line of Tax Map Parcel 21-6255-01-146732, North 10 degrees 34 minutes 00 seconds West 556.73 feet to the southwesterly corner of Tax Map Parcel 21-6255-01-138778; thence along the westerly line of said parcel, North 02 degrees 30 minutes 00 seconds East 400.10 feet; thence South 88 degrees 00 minutes 00 seconds West 146.94 feet to the point or place of **BEGINNING**

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

SUBJECT TO an easement 20.00 feet in width for the purpose of laying, relaying and maintaining utility lines being more accurately bounded and described in two (2) parcels as follows:

EASEMENT PARCEL NO. 1

BEGINNING at a point in the southerly line of Merritt Boulevard, said point of beginning being the most northerly corner of Tax Map Parcel 21-6255-01-263805; thence along the southerly line of Merritt Boulevard, South 67 degrees 35 minutes 54 seconds East 561.62 feet to a point of curvature; thence along the southerly line of Merritt Boulevard and along a future extension of Merritt Boulevard on a curve to the left having a radius of 550.00 feet for a length of 503.40 feet the chord of which bears North 86 degrees 10 minutes 54 seconds East 486.01 feet to a point of tangency; thence along the future extension of Merritt Boulevard, North 59 degrees 57 minutes 39 seconds East 1412.34 feet to the westerly line of Tax Map Parcel 06-6255-00-510989; thence along said parcel, South 28 degrees 42 minutes 11 seconds East 20.00 feet; thence South 59 degrees 57 minutes 39 seconds West 1411.87 feet to a point of curvature; thence on a curve to the right having a radius of 570.00 feet for a distance of 521.70 feet the chord of which bears South 86 degrees 10 minutes 54 seconds West 503.68 feet to a point of tangency;

THENCE North 67 degrees 35 minutes 54 seconds West 561.62 feet to the easterly line of Tax Map Parcel 21-6255-01-203836; thence along the easterly line of said parcel, North 22 degrees 23 minutes 49 seconds East 20.00 feet to the point or place of ***BEGINNING***.

EASEMENT PARCEL NO. 2

1. On a curve to the left having a radius of 550.00 feet for a distance of 229.81 feet the chord of which bears North 59 degrees 15 minutes 40 seconds East 228.14 feet to a point of tangency;
2. North 47 degrees 17 minutes 27 seconds East 395.42 feet to a point of curvature;
3. On a curve to the right having a radius of 400.00 feet for a distance of 284.20 feet the chord of which bears North 67 degrees 38 minutes 31 seconds West 278.26 feet to a point of tangency;
4. North 88 degrees 00 minutes 00 seconds East 40.28 feet to the northeasterly corner of Tax Map Parcel 21-6255-01-140820;

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

THENCE along said parcel, South 02 degrees 00 minutes 00 seconds East 20.00 feet; thence parallel to and 20.00 feet southerly of the southerly line of Merritt Boulevard on the following four (4) courses and distances:

1. South 88 degrees 00 minutes 00 seconds West 40.28 feet to a point of curvature;
2. On a curve to the left having a radius of 380.00 feet for a distance of 269.99 feet the chord of which bears South 67 degrees 38 minutes 31 seconds West 264.35 feet to a point of tangency;
3. South 47 degrees 17 minutes 27 West 395.42 feet to a point of curvature;
4. On a curve to the right having a radius of 570.00 feet for a distance of 181.15 feet the chord of which bears South 56 degrees 23 minutes 43 seconds West 180.39 feet to the northerly line of Tax Map Parcel 21-6255-01-117805;

THENCE along the northerly line of said parcel, South 88 degrees 00 minutes 00 seconds West 59.45 feet to the point or place of **BEGINNING**.

Excepting and reserving to the grantors, their successors and or assigns a right to dedicate in the future, to The Town of Fishkill a road crown as "The Merritt Boulevard Extension", as shown on a map entitled "Subdivision 984 Associates, Town of Fishkill, Dutchess County, State of New York" dated 03/04/98 last revised 12/09/98 and filed on 03/10/99 in the Dutchess County Clerk's Office as filed Map #10748, as more particularly described as follows:

ALL THAT CERTAIN piece or parcel of land situated in the Town of Fishkill, Dutchess County, New York being designated as future Merritt Boulevard Extension as shown on a map entitled "Subdivision 984 Associates, Town of Fishkill, Dutchess County, New York" dated March 4, 1998, last revised December 8, 1998, prepared by T.M. DePuy Engineering & Land Surveying, P.C., filed or about to be filed in the Dutchess County Clerk's Office and being more particularly bounded and described as follows:

BEGINNING at a point of non-tangency and being the easterly most corner of Revised Parcel 22 as shown on a map entitled "Resubdivision of Lands of Merritt Dutchess Associates and Merritt Parklands Associates as Previously Shown on a Portion of Filed Map No. 8973 and Filed Map No. 7206A", filed or about to be filed in the Dutchess County Clerk's Office and also being the Town of Fishkill/Village of Fishkill municipal line located in the southwesterly bounds of Merritt Boulevard Extension and being 204.86 feet North 60 degrees 54 minutes 00 seconds East from a found concrete monument; thence along the said Town/Village line and generally along the center line of a stone wall and through Merritt Boulevard Extension North 60 degrees 54 minutes 00 seconds East 355.14 feet to a point being in the southeasterly bounds of Revised Parcel 16 of said second mentioned subdivision, Lands of Merritt Parklands, Tax Parcel 2162-55-01-330925, Liber 1592 of

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises,

Deeds, Page 0807; thence along said Revised Parcel 16 the following four courses and distances:

- 1. North 57 degrees 56 minutes 00 seconds East 447.80 feet to a point;**
- 2. North 63 degrees 07 minutes 09 seconds East 66.60 feet to a point;**
- 3. North 60 degrees 25 minutes 00 seconds East 672.40 feet to a point being 3.28 feet, South 88 degrees 24 minutes 03 seconds West from a found bathey marker set in the corner of a stone wall in concrete;**
- 4. North 61 degrees 47 minutes 17 seconds East 196.84 feet to a point being the northwesterly corner of Lot 2 of said first mentioned subdivision;**

***THENCE* along the northwesterly bounds of said Lot 2 of said subdivision, South 28 degrees 42 minutes 11 seconds East 100.00 feet to a point; thence trough Lot 1 of said subdivision the following two courses and distances:**

- 1. South 59 degrees 57 minutes 39 seconds West 1,412.34 feet to a point of curvature;**
- 2. On a curve to the right having a radius of 550.00 feet and a length of 345.92 feet whose chord bears South 77 degrees 58 minutes 44 seconds West 340.25 feet to the point or place of *BEGINNING*.**

TOGETHER with all the rights, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

TAX LOT SCHEDULE

VILLAGE OF FISHKILL

06-6255-01-263805-00

06-6255-01-196732-00

06-6255-01-225656-00

06-6255-01-138778-00

06-6255-01-140820-00

06-6255-01-117805-00

06-6255-01-146732-00

TOWN OF FISHKILL

Part of 06-6255-00-485690-00

VILLAGE OF FISHKILL

Merritt Boulevard: 06-6255-01-114822-00 and 06-6255-01-260855-00

Schuyler Boulevard: 06-6255-01-131699-00

Exhibit B

Equipment

All equipment, fixtures, machinery, building materials and items of personal property acquired, constructed and installed and/or to be acquired, constructed and installed by GPSDC (New York) Inc. in an approximately 2,300,000 square foot warehouse distribution center and fulfillment operations located on approximately 193.351 acres of land at 100 Merritt Boulevard and 110 Merritt Boulevard, Fishkill, Dutchess County, New York after December 15, 2021.