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NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
as sublessor

AND

THE ENTITIES LISTED AS OWNER(S)
ON SCHEDULE A HERETO
as sublessees

MASTER SUBLEASE AGREEMENT

DATED AS OF JUNE 1, 2013

**Affecting the Properties in the County of
Nassau, State of New York, as more
particularly described in Exhibit A to this
Master Sublease Agreement**

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Prepared By:

Phillips Lytle LLP
1305 Franklin Avenue, Suite 200
Garden City, NY 11530
Attention: Paul V. O'Brien, Esq.

MASTER SUBLEASE AGREEMENT

THIS MASTER SUBLEASE AGREEMENT dated as of June 1, 2013 (this "Lease") by and between the NASSAU COUNTY 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 an office at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "Agency"), and THE PERSONS LISTED AS OWNER(S) ON SCHEDULE A HERETO, each having an office at 575 Underhill Boulevard, Syosset, NY 11791 (each, a "Company" and, collectively, the "Companies").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act, as in effect as of the date of this Lease, being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, Long Island Industrial Management LLC, a limited liability company duly organized and existing under the laws of the State of New York (the "Applicant"), submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of, inter alia, the following: (A) (1) the acquisition of an interest in those certain parcels of land more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings on the Land (collectively, the "Building"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as commercial and industrial facilities (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Applicant proposed that the Companies, which hold fee title to the Land and the Building and are Affiliates (as hereinafter defined) of the Applicant, be the sublessees of the Project Facility under this Lease, and the Agency has approved such proposal; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency pursuant Section 859-a of the Act (the "Public Hearing") to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on January 31, 2013 to the chief executive officer of Nassau County, New York and of each other affected tax jurisdiction within which the Project Facility is or is to be located; (B) caused notice of the Public Hearing to be published on January 31, 2013 in the Nassau edition of *Newsday*, a newspaper of general circulation available to residents of the County of Nassau, New York; (C) conducted the Public Hearing on February 13, 2013 at 10:00 a.m., local time, at Town Hall, 220 Plandome Road, Manhasset, Town of North Hempstead, County of Nassau, New York, and at 11:00 a.m., local time, at Oyster Bay Community Center, 59 Church Street, Oyster Bay, Town of Oyster Bay, County of Nassau, New York; and (D) prepared a report of the Public Hearing (the "Report") which fairly summarizes the views presented at the Public Hearing and distributed the Report to the members of the Agency; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a meeting of the Agency (the "IDA Meeting") with respect to the proposed deviation from the Agency's uniform tax exemption policy and guidelines to be mailed on March 6, 2013 to the chief executive officer of each affected tax jurisdiction; and (B) conducted the IDA Meeting on March 21, 2013 and reviewed any written comments or correspondence received from the affected tax jurisdictions at or before the IDA Meeting regarding the proposed deviation from the Agency's uniform tax exemption policy and approved the proposed deviation; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the appropriate personnel of the Agency reviewed the environmental assessment form and other materials submitted by the Applicant and made any necessary comments to members of the Agency, and by resolution of the members of the Agency adopted on March 21, 2013, the Agency decided to undertake an uncoordinated review of the Project and determined that the Project will not have a significant effect on the environment; and

WHEREAS, by resolution adopted by the members of the Agency on March 21, 2013 (the "Authorizing Resolution"), the Agency, following a review of the Report, determined to proceed with the Project, to grant the Financial Assistance and to enter into the "straight lease transaction" (as such quoted term is defined in the Act) contemplated by this Lease and the other Transaction Documents (as hereinafter defined); and

WHEREAS, the Agency proposes to appoint the Companies as agents of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility as set forth in this Lease and to sublease the Project Facility to the Companies, and the Companies desire to act as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility as set forth in this Lease and to sublease the Project Facility

from the Agency, all pursuant to the terms and conditions hereinafter set forth in this Lease and in the other Transaction Documents; and

WHEREAS, the acquisition of an interest in the Project Facility, the straight lease of the Project Facility, and the granting of the Financial Assistance by the Agency to the Companies are for proper purposes, including, without limitation, the advancement of the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State and the prevention of unemployment and economic deterioration pursuant to the provisions of the Act; and

WHEREAS, the granting of the Financial Assistance by the Agency to the Companies has been determined by the Agency to be necessary to induce the Companies to proceed with the Project; and

WHEREAS, immediately prior to the execution and delivery of this Lease, the Companies will execute and deliver or cause to be executed and delivered to the Agency (A) a certain master company lease agreement of even date herewith (the "Company Lease") between the Companies and the Agency, which conveys to the Agency a leasehold interest in and to the Premises (as hereinafter defined), and (B) a bill of sale dated the Closing Date (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Companies in and to the Equipment; and

WHEREAS, pursuant to certain Payment in Lieu of Taxes Agreements of even date herewith between each Company and the Agency, each Company has agreed to make certain payments in lieu of real property taxes with respect to the Premises;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I DEFINITIONS

SECTION 1.1 DEFINITIONS. The following words and terms used in this Lease shall have the respective meanings set forth below, unless the context or use indicates another or different meaning or intent:

"Act" shall have the meaning assigned to such term in the recitals to this Lease.

"Administrative Fee" shall have the meaning assigned to such term in Section 5.3(B) of this Lease.

"Affiliate" of a Person shall mean a Person who directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, such Person. The term "control" means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the voting stock or other equity interest of such Person.

“Agency” means (A) the Nassau County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the Nassau County Industrial Development Agency, or its successors or assigns, may be a party.

“Annual Fee” shall have the meaning assigned to such term in Section 5.3(C) of this Lease.

“Applicable Law” or “Applicable Laws” means, individually or collectively as the context may require, all current and future statutes, codes, laws, acts, ordinances, treaties, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, determinations and requirements, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of the foregoing to be determined both as if the Agency were the owner of an interest in the Project Facility and as if the Companies and not the Agency were the owners of an interest in the Project Facility), including but not limited to (1) applicable health, building, zoning, use, rent, accessibility, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, (3) judgments, decrees, orders or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority, and (4) applicable covenants and restrictions relating in any way to the Project Facility.

“Applicant” shall have the meaning assigned to such term in the recitals to this Lease.

“Application” shall have the meaning assigned to such term in the recitals to this Lease.

“Authorizing Resolution” shall have the meaning assigned to such term in the recitals to this Lease.

“Authorized Representative” means the Person or Persons at the time designated to act on behalf of the Agency, a Company, a Guarantor (if applicable), or a Sublessee, as the case may be, by written certificate furnished to the Agency, a Company, a Guarantor or a Sublessee, as the case may be, containing the specimen signature of each such Person and signed on behalf of (A) the Agency by its Chairman, Vice-Chairman, Secretary, Executive Director, Administrative Director or such other Person as may be authorized by resolution of the members of the Agency to act on behalf of the Agency, and (B) a Company, a Guarantor or a Sublessee by its President or any Vice President, if a corporation, or a member or a manager, if a limited liability company, or such other Person as may be authorized in writing by the members of such limited liability company or by the board of directors of such corporation, to act on behalf of a Company, a Guarantor or a Sublessee, as the case may be.

“Bank” shall mean U.S. Bank National Association, a national banking association, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2007-GG9, Commercial Mortgage Pass-Through Certificates,

Series 2007-GG9, as holder of the Bank Loan, together with its successors and/or assigns that are banks, insurance companies, pension funds, REMIC trusts, or other financial institutions or collateralized mortgage backed securities lenders, provided that the Agency is given notice of any such succession or assignment in accordance with Section 12.1 of this Lease.

“Bank Mortgage” shall mean those certain mortgages set forth in Schedule B of the Title Policy, together with all other documents, instruments and agreements evidencing, securing and guarantying the Bank Loan as listed in Schedule B to this Lease.

“Bank Loan” means that certain mortgage loan in the original consolidated principal amount of \$305,000,000 made to the Companies and currently held by the Bank, as evidenced, secured and guarantied by the documents, instruments and agreements listed in Schedule B to this Lease.

“Bill of Sale to Agency” shall have the meaning assigned to such term in the recitals to this Lease.

“Bill of Sale to Companies” means the bill of sale from the Agency to the Companies, pursuant to which the Agency conveys to the Companies all of the Agency’s interest in the Equipment, substantially in the form attached as Exhibit D to this Lease.

“Building” shall have the meaning assigned to such term in the recitals to this Lease.

“Business Day” means a day on which banks located in the County are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

“Closing” means the closing at which this Lease and the other Transaction Documents are executed and delivered by the Companies, the Agency and the other parties thereto.

“Closing Date” means the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

“Commissioner” means the Commissioner of Taxation and Finance of the State of New York.

“Company” or “Companies” shall have the meaning assigned to such term in the preamble to this Lease.

“Company Lease” shall have the meaning assigned to such term in the recitals to this Lease.

“Completion Date” means such date as shall be certified by the Companies to the Agency (and accepted by the Agency in its reasonable discretion) as the date of completion of the Project pursuant to Section 4.2 of this Lease, or such earlier date as the Companies shall notify the Agency as being the date of completion of the Project (subject to acceptance thereof by the Agency in its reasonable discretion).

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

“County” means the County of Nassau, New York.

“Default Interest Rate” means a rate of interest equal to eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less.

“Environmental Indemnification” means the Environmental Compliance and Indemnification Agreement dated of even date herewith from the Companies and the Guarantors in favor of the Agency.

“Environmental Law” or “Environmental Laws” shall have the meaning assigned to such term in Section 3.3 of this Lease.

“Equipment” shall have the meaning assigned to such term in the recital to this Lease and shall include all those materials, machinery, equipment, fixtures or furnishings intended to be acquired with the proceeds of any payment made by a Company pursuant to Section 4.1(H) of this Lease, and such substitutions and replacements therefor as may be made from time to time pursuant to this Lease, including without limitation, all the Property described in Exhibit B attached to this Lease. “Equipment” shall not include: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1) year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor vehicles, including any cars, trucks, vans or buses, that are licensed by the Department of Motor Vehicles or similar agency for use on public highways or streets.

“Event of Default” means, with respect to any particular Transaction Document, any event specified as an Event of Default pursuant to the provisions thereof.

“Financial Assistance” shall have the meaning assigned to such term in the recitals to this Lease.

“Governmental Authority” means the United States of America, the State, any other state, the County, any political subdivision of any of the foregoing, and any court, tribunal, arbitrator, mediator, agency, department, commission, board, bureau, authority or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

“Guarantor” or “Guarantors” means, individually or collectively, as the context may require, Long Island Industrial Management LLC and Ruben Schron.

“Guaranty” means those certain Guaranties dated of even date herewith from the Guarantors to the Agency.

“Hazardous Materials” means all hazardous materials including, without limitation, any explosives, radioactive materials, radon, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, lead based paints, petroleum, petroleum products, methane, hazardous materials, hazardous chemicals, hazardous wastes, extremely hazardous wastes, restricted hazardous wastes, hazardous or toxic substances, toxic pollutants, hazardous air pollutants, pollutants, contaminants, toxic chemicals, toxics, pesticides or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.) the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), Articles 15 or 27 of the New York State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation of any Governmental Authority having jurisdiction.

“IDA Meeting” shall have the meaning assigned to such term in the recitals to this Lease.

“Indebtedness” means (1) the monetary obligations of the Companies to the Agency or to any of its members, officers, agents (other than the Companies), attorneys, servants or employees, past, present or future, under this Lease or any of the other Transaction Documents, and (2) all interest accrued on any of the foregoing.

“Land” shall have the meaning assigned to such term in the recitals to this Lease and is more particularly described in Exhibit A to this Lease.

“Lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against a Company. The term **“Lien”** includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including, but not limited to, mechanics’, materialmen’s, landlord’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes of the Transaction Documents, a Person shall also be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Maximum Sales Tax Benefit” with respect to the Project Facility means \$700,000.

“Minimum Employment Requirement” shall have the meaning assigned to such term in Section 2.2 of this Lease.

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees) incurred in obtaining such Gross Proceeds.

“Permitted Encumbrances” means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and are identified on Schedule B to the Title Policy, (B) Liens for taxes, assessments and utility charges, to the extent permitted by this Lease, (C) any Lien or encumbrance requested by a Company in writing and consented to by the Agency, which consent may be granted or denied in the Agency’s sole and absolute discretion, and (D) the Bank Mortgage.

“Person” means an individual, partnership, limited liability company, corporation, trust, unincorporated organization or Governmental Authority.

“PILOT Agreement” means those certain Payment in Lieu of Taxes Agreements of even date herewith between each Company and the Agency, pursuant to which the respective Companies shall make certain payments in lieu of real property taxes with respect to the Premises to which each such Payment in Lieu of Taxes Agreement relates.

“Pre-Closing Leases” shall have the meaning assigned to such term in Section 2.2 of this Lease.

“Pre-Closing Sublessees” means, individually or collectively, as the context may require, the tenants under the Pre-Closing Leases as identified in Exhibit H attached hereto.

“Premises” means the Land, together with the Building and all buildings, structures and other improvements now or hereafter located thereon, and all fixtures and appurtenances and additions thereto and substitutions and replacements thereof, now or hereafter attached to or contained in or located on the Land; provided, however, that nothing in this definition shall constitute the Agency’s consent to the construction of any new building or structure thereon or the construction of an addition to any existing building or structure thereon.

“Prohibited Person” means (i) any Person (A) that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County, or (B) that directly or indirectly controls, is controlled by or is under common control with a Person that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency or the County, unless such default or breach has been waived in writing by the Agency or the County, as the case may be, and (ii) any Person (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by or is under common control with a Person that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

“Project” means that project being undertaken by the Agency consisting only of (A) the acquisition of an interest in the Premises, (B) the interior renovation of the Building, all as more

particularly described in Section 4.1 of this Lease, (C) the acquisition and installation of the Equipment, (D) the granting of the Financial Assistance, and (E) the subleasing of the Project Facility to the Companies, all as more particularly described in the recitals to this Lease.

“Project Facility” shall have the meaning assigned to such term in the recitals to this Lease.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

“Proposed Sublessee” shall have the meaning assigned to such term in Section 9.3 of this Lease.

“Public Hearing” shall have the meaning assigned to such term in the recitals to this Lease.

“Quarterly Sales Tax Report” shall have the meaning assigned to such term in Section 8.12(C) of this Lease.

“Real Property Tax Exemption Form” shall have the meaning assigned to such term in Section 6.6 of this Lease.

“Recapture Event” shall have the meaning assigned to such term in Section 11.4 of this Lease.

“Report” shall have the meaning assigned to such term in the recitals to this Lease.

“Sales Tax Exemption Letter” shall have the meaning assigned to such term in Section 8.12 of this Lease.

“Scheduled Completion Date” shall have the meaning assigned to such term in Section 4.2(A) of this Lease.

“SEQRA” shall have the meaning assigned to such term in the recitals to this Lease.

“Special Counsel” means the law firm of Phillips Lytle LLP, Garden City, New York, or such other attorney or firm of attorneys located in the State whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and who are acceptable to the Agency.

“State” means the State of New York.

“State Sales and Use Taxes” means sales and compensating use taxes and fees imposed by Article 28 or Article 28-A of the New York State Tax Law, but excluding such taxes imposed in a city by Section 1107 or Section 1108 of such Article 28.

“Stated Expiration Date” shall have the meaning assigned to such term in Section 5.2(B) of this Lease.

“Sublease Agreement” or “Sublease Agreements” means, individually or collectively, as the context may require, a Sub-Sublease Agreement between a Company, as sub-lessor, and a Sublessee, as sub-sublessee, approved by the Agency or permitted without the approval of the Agency pursuant to Section 9.3 of this Lease, including, without limitation, the Pre-Closing Leases.

“Subleased Premises” shall have the meaning assigned to such term in Section 9.3 of this Lease.

“Sublessees” shall have the meaning assigned to such term in Section 9.3 of this Lease.

“Taxing Entities” shall have the meaning assigned to such term in Section 6.6 of this Lease.

“Termination of Company Lease” means the termination of master company lease agreement from the Agency to the Companies, pursuant to which the Agency terminates the Company Lease, substantially in the form attached as Exhibit C to this Lease.

“Termination of Lease” means the Termination of master sublease agreement between the Companies and the Agency, pursuant to which the Agency and the Companies terminate this Lease, substantially in the form attached as Exhibit F to this Lease.

“Title Policy” shall have the meaning assigned to such term in Section 3.5 of this Lease.

“Transaction Documents” means the Company Lease, the Bill of Sale to Agency, the PILOT Agreement, this Lease, the Guaranty, the Environmental Indemnification, the Sales Tax Exemption Letter, and all other instruments, agreements, certificates and documents related thereto and executed in connection therewith, and any other instrument, agreement, certificate or document supplemental thereto.

“Unassigned Rights” means the following unsecured obligations: (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E), 4.1(F), 4.1(G), 5.2 (A), 5.3 (B) and (C), 5.4, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.12, 8.13, 8.14, 9.1, 9.3, 11.2, 11.4, 12.4, 12.7, 12.9 and 12.19 of this Lease, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents, servants and employees, past, present and future, of the Agency for their own account pursuant to Sections 2.2(G), 3.1, 3.3, 4.1, 5.3, 5.4, 6.4(B), 6.6, 8.2, 8.9, 9.1, 9.3, 10.2, 10.4, 11.2 and 11.4 of this Lease, (C) the moneys due as payments in lieu of taxes pursuant to Section 6.6 of this Lease and as recapture of benefits pursuant to Section 11.4 of this Lease, (D) the right of the Agency in its own behalf to enforce the obligation of the Companies to undertake and complete the Project and to confirm the qualification of the Project as a “project” under the Act, and (E) the right to enforce the foregoing pursuant to the PILOT Agreement and Article X of this Lease.

SECTION 1.2 INTERPRETATION. In this Lease, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Lease, refer to this Lease, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the Closing Date;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons;

(E) any certificates, letters or opinions required to be given pursuant to this Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease; and

(F) references to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time in accordance with the terms hereof.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Lease and the other Transaction Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. Based upon the representations of the Applicant and the Companies, the Project will constitute a “project”, as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Lease and the other Transaction Documents to which the Agency is a party.

(B) Neither the execution and delivery of this Lease or the other Transaction Documents to which the Agency is a party, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the provisions of this Lease or the other Transaction Documents to which the Agency is a party will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, nor will constitute a default by the Agency under any of the foregoing.

(C) Except as provided in Articles IX, X and XI hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all liens or encumbrances created by the Agency, except as contemplated or permitted by the terms of this Lease and the other Transaction Documents.

SECTION 2.2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANIES. Each Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly qualified to do business in the State of New York and in all other jurisdictions in which its operations or ownership of its Properties so require, and has the power to enter into this Lease and the other Transaction Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its board of directors, the Company has been duly authorized to execute, deliver and perform this Lease and the other Transaction Documents to which the Company is a party. No other consent, approval or action by the members or board of directors of the Company or any other consent or approval (governmental or otherwise) or the taking of any other action is required as a condition to the validity or enforceability of this Lease or any of the other Transaction Documents.

(B) Neither the execution and delivery of this Lease or any of the other Transaction Documents to which the Company is a party, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the provisions of this Lease or the other Transaction Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's certificate of formation or operating agreement or any other company restriction, order, judgment, agreement, document or instrument to which the Company is a party or by which the Company or any of its Property is bound, or constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon the Project Facility under the terms of any of the foregoing, other than Permitted Encumbrances, (2) conflict with or result in a violation of Applicable Laws, (3) require consent or approval (which has not been heretofore received and provided to the Agency) under any company restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) require consent or approval (which has not been heretofore obtained and provided to the Agency) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any Governmental Authority having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project Facility by the Companies as agents of the Agency, the sublease of the respective properties comprising the Project Facility by the Agency to the applicable Companies, and the operation thereof by the Companies will not result in the removal of a facility or plant of any Company or any lessee, sublessee or other proposed occupant of the Project Facility from one area of the State to another area of the State (other than relocations within the County) or in the abandonment of one or more plants or facilities of any Company, or any lessee, sublessee or other proposed occupant of the Project Facility located in

the State (other than in the County); provided, however, that nothing in this Section shall constitute an authorization by the Agency for the Companies to lease, sublease or permit any other occupancy arrangements with respect to the Project Facility or any part thereof without the prior written consent of the Agency as set forth in Section 9.3 of this Lease.

(D) The Project Facility does not and will not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project. For purposes of this representation, retail sales shall mean: (i) sales by a registered vendor under Article 28 of the New York Tax Law primarily engaged in the retail sale of tangible personal property, as defined in subparagraph (i) of paragraph four of subdivision (b) of section 1101 of the New York Tax Law; or (ii) sales of a service to such customers.

(E) The Transaction Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid, legal and binding obligations of the Company, enforceable in accordance with their respective terms.

(F) The Project constitutes a commercial facility and will advance the Agency's purposes by promoting employment opportunities and preventing economic deterioration in the County. The Project Facility is, and so long as this Lease shall remain in effect, the Project Facility will continue to be a "project", as such quoted term is defined in the Act, and the Companies will not take any action (or omit to take any action), or allow any action to be taken or not taken, which action, inaction or omission would in any way cause the Project Facility not to constitute a "project", as such quoted term is defined in the Act.

(G) The Project Facility and the operation thereof will comply with all Applicable Laws, and the Company will indemnify, defend (with counsel selected by the Agency) and save the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, harmless from all claims, liabilities, damages, fees, expenses, fines and penalties due to failure, or alleged failure, to comply therewith. The Company shall cause all notices as required by all Applicable Laws to be given and shall comply, cause Sublessees to comply and shall use its best efforts to cause others to comply with all Applicable Laws applying to or affecting the conduct of work on the Project or the operation of the Project Facility, and the Company will indemnify, defend (with counsel selected by the Agency) and save the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future harmless, from all claims, liabilities, damages, fees, expenses, fines and penalties due to failure, or alleged failure, to comply therewith; provided that such claims, liabilities, damages, fees, expenses, fines and penalties of the Agency are not incurred or do not result solely from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company), attorneys, servants or employees, and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(H) The Project will not have a “significant effect on the environment” (as such term is used in SEQRA) and the Company hereby covenants to comply with all mitigating measures, requirements and conditions enumerated in the resolution adopted by the Agency on March 21, 2013 and the negative declaration issued pursuant thereto under SEQRA applicable to the acquisition, renovation, installation, equipping and operation of the Project Facility contemplated by Section 4.1 of this Lease and in any other approvals issued by any other Governmental Authority with respect to the Project Facility. No material changes with respect to any aspect of the Project Facility have arisen from the date of adoption of such resolution which would cause the determination contained therein to be untrue.

(I) Intentionally omitted.

(J) Intentionally omitted.

(K) There are no actions, suits, investigations or proceedings of or before any Governmental Authority, pending or threatened against the Company or any of its Property which (i) either in any case or in the aggregate, if adversely determined, would materially, adversely affect the business, operations or condition, financial or otherwise, of the Company, or (ii) question the validity of any of the Transaction Documents or any action to be taken in connection with the transactions contemplated thereby.

(L) The Company is not in default with respect to any order, writ, injunction or decree of any Governmental Authority, or in violation of any law, statute or regulation, domestic or foreign, to which the Company or any of its Property is subject.

(M) The subleasing of the respective properties comprising the Project Facility by the Agency to the applicable Companies and the granting of the Financial Assistance have induced the Companies to proceed with the Project. The granting of the Financial Assistance by the Agency with respect to the Project Facility will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the County and the State and improve their prosperity and standard of living, and will prevent unemployment and economic deterioration and thereby serve the public purposes of the Act.

(N) The Companies shall or shall cause the Applicant to (i) maintain their current level of employment in the State of New York as set forth in the Application (i.e., two (2) full-time equivalent, private sector jobs as more particularly described in the Application) throughout the term of this Lease, and (ii) create the equivalent of at least sixty (60) new, full-time equivalent (based on a 35-hour work week), private sector construction jobs over a period of five (5) years, which construction jobs may be created at any time during the period from the Closing Date until the Completion Date (but, for purposes of clarity, not all such construction jobs are required to exist at the Project Facility at all times during such period); all of which jobs shall, at all applicable times during the term of this Lease, be located at the Project Facility (collectively, the “Minimum Employment Requirement”).

(O) The funds available to the Companies are sufficient to pay all costs in connection with the acquisition, renovation, installation and equipping of the Project Facility contemplated by Section 4.1 of this Lease.

(P) The Company is not a Prohibited Person, no Guarantor is a Prohibited Person and no Affiliate of the Company or any Guarantor is a Prohibited Person and no member or shareholder, as the case may be, of the Company or any Guarantor, is a Prohibited Person.

(Q) Neither this Lease nor any other Transaction Document nor any other document, certificate, agreement or instrument furnished by or on behalf of the Company or any Guarantor contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(R) No funds of the Agency shall be used in connection with the transactions contemplated by this Lease for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, nor shall any funds of the Agency be given hereunder to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State.

(S) The Company is, and shall at all times during the term of this Lease, continue to be owned solely by those persons disclosed to the Agency as the owners thereof as of the Closing Date, and/or trusts for the benefit of their immediate family members; provided, however, that the aforementioned persons may transfer all or any part of their interests in the Company to members of their immediate family (or trusts for the benefit of such immediate family members) and/or to others approved in writing by the Agency in its reasonable discretion, provided that no such transfers shall result in a change in the day-to-day control of the management and operations of the Company.

(T) Intentionally omitted.

(U) The total aggregate cost of the Project is at least \$15,000,000.

(V) As of the Closing Date, no leases or other occupancy arrangements exist with respect to the Project Facility or any part thereof except this Lease, and no Person (other than the Companies) is in occupancy or possession of any portion of the Project Facility, except those certain tenants pursuant to those certain lease agreements set forth on Exhibit H attached hereto (collectively, the "Pre-Closing Leases"). The Company represents and warrants to the Agency that the Pre-Closing Leases are in all respects subject and subordinate to this Lease, the Company Lease, the PILOT Agreement, the Bank Mortgage and all other Permitted Encumbrances. Notwithstanding the immediately preceding sentence, the Companies and the Agency acknowledge and agree that all Pre-Closing Leases and any leases, subleases or sub-subleases executed on or after the Closing Date approved (or deemed approved) pursuant to this Lease and the Bank Mortgage (or not requiring any such approval) shall survive the expiration or any earlier termination of this Lease and the Company Lease.

(W) Other than pursuant to the Bank Mortgage, no Company has conveyed, assigned, transferred, mortgaged, hypothecated, pledged or granted a security interest in its interest in the Project Facility pursuant to a mortgage, security agreement, pledge or other agreement that prohibits the Company from executing and delivering the Company Lease, this Lease or any other Transaction Document. The Companies represent to the Agency that they

have obtained the consent of the Bank to the execution and delivery of the Company Lease, this Lease and the other Transaction Documents. The Company covenants and agrees that it shall not enter into a mortgage, security agreement, pledge or other agreement under which the execution and delivery of the Company Lease, this Lease or any other Transaction Document would constitute a default.

(X) Neither the Company nor any Guarantor nor any Affiliate of any of the foregoing has employed or retained any appointed or elected governmental official to solicit or secure the Agency's undertaking of the Project or its agreement to enter into this Lease or any other Transaction Document upon an agreement of understanding for a commission or percentage, brokerage or contingent fee.

ARTICLE III CONVEYANCE AND USE OF PROJECT FACILITY

SECTION 3.1 CONVEYANCE TO THE AGENCY. (A) Pursuant to the Company Lease, the Companies have conveyed or will convey to the Agency a leasehold interest in and to the Premises for the purpose of undertaking and completing the Project. Each Company hereby represents and warrants that it has good and marketable title to the applicable Premises, free and clear from all Liens except for Permitted Encumbrances, and agrees that it will defend (with counsel selected by the Agency, except when the claim is being defended by a title company), indemnify and hold the Agency harmless from any expense or liability due to any defect in title thereto or due to any defect in the leasehold interest granted to the Agency pursuant to the Company Lease.

(B) The Companies and the Agency acknowledge that the Project Facility and the interest therein conveyed to the Agency from the Companies and subleased by the Agency back to the Companies are not "property" as defined in Title 5-A of the Public Authorities Law of the State because such property and the interests therein are required in connection with the Companies' obligations to the Agency under this Lease and the other Transaction Documents, including, without limitation, (i) each Company's obligation to acquire, renovate, install, equip and maintain the Project Facility on behalf of the Agency, and (ii) the performance by the Companies to the Agency of the Companies' other obligations under this Lease and the other Transaction Documents.

SECTION 3.2 USE OF PROJECT FACILITY. Subsequent to the Closing Date, the Companies shall be entitled to use the Project Facility (and each Company is hereby authorized to use the portion of the Project Facility it owns independently of any other Company that does not have an ownership interest in such property) in any manner not otherwise prohibited by the Transaction Documents, provided that such use causes the Project Facility to qualify and continue to qualify as a "project" under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project into disrepute as a public project; provided, further, however, that at no time shall any Company use any part of the Project Facility, cause any part of the Project Facility to be used or occupied or permit or suffer any part of the Project Facility to be used other than for industrial, manufacturing, warehouse, distribution, laboratory, office, or research and development purposes permitted "as of right" under applicable zoning and land use laws and rules, except with the prior written consent of the Agency, which consent shall not be

unreasonably withheld, conditioned or delayed. The Companies shall not occupy, use or operate the Project Facility, or any part thereof, or permit or suffer the Project Facility, or any part thereof, to be occupied, used or operated (1) for any unlawful purpose, or (2) in violation of any certificate of occupancy affecting the Project Facility, or (3) for any use which may constitute a nuisance, public or private, or (4) for any use that would make void or voidable any insurance then in force with respect thereto, or (5) by any tenant, subtenant or occupant whose use, occupancy or operation of the Project Facility would be in violation of Applicable Laws. All permits and licenses necessary for the operation of the Project Facility as contemplated by this Section 3.2 shall be procured promptly by the Companies. Any provision of this Lease to the contrary notwithstanding, the Companies shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

Nothing in this Section shall constitute an authorization by the Agency for any Company to lease, license, sublease or permit any other occupancy arrangements with respect to the Project Facility or any part thereof, except in accordance with Section 9.3 of this Lease.

SECTION 3.3 HAZARDOUS MATERIALS.

(A) Each Company represents, warrants and covenants that, (i) the Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner that violates any Applicable Law, including, but not limited to, those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials (each, an “Environmental Law” and, collectively, the “Environmental Laws”), (ii) the environmental and ecological condition of the Project Facility is not in violation of any Applicable Law, including, without limitation, any Environmental Law, (iii) the Company has all Environmental Permits required to renovate and operate the Project Facility and is in compliance with their requirements, (iv) the Premises is not listed in CERCLIS, the NPL or any similar state or local listing nor is it included in an area included in such a list, and the Company has no knowledge that such a listing is pending or contemplated, (v) no event has occurred which, with the passage of time or the giving of notice or both, would constitute a violation of any Environmental Law, (vi) to the best of the Company’s knowledge, there are not now, nor have there ever been, underground storage tanks on or under the Premises, (vii) there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or, to the Company’s knowledge, threatened relating to a violation of Environmental Law or the disposal, discharge or release of Hazardous Materials, and (viii) to the best of the Company’s knowledge, no prior owner of the Project Facility nor any tenant, subtenant, operator, occupant, prior tenant, prior subtenant, prior operator or prior occupant, has used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Environmental Law.

(B) The Companies shall keep and shall cause the Project Facility to be kept free of Hazardous Materials except in compliance with Environmental Laws. Without limiting the foregoing, the Companies shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Environmental Laws, nor shall the Companies cause or permit, as a result of any intentional or unintentional act or omission on the part of the Companies, or any tenant, subtenant, operator or occupant of the Project Facility, an

unlawful release of Hazardous Materials onto, under or from the Project Facility or onto any other property. The Companies shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Companies or their respective members, managers, shareholders, directors, officers, agents, servants, employees or representatives, a release of Hazardous Materials on, under or from the Project Facility.

(C) The Companies shall comply with and cause all tenants, subtenants, operators and occupants of the Project Facility to comply with, all Environmental Laws whenever and by whomever triggered, and shall obtain and comply with, and shall cause all tenants, subtenants, operators and occupants of the Project Facility to obtain and comply with, any and all approvals, registrations or permits required thereunder. The Companies agree to provide the Agency with copies of any notifications given by any Company to any Governmental Authorities or received by any Company from any Governmental Authorities with respect to the environmental or ecological condition of the Project Facility. The Companies hereby agree that at all times during which they own or operate the Project Facility, and whether or not this Lease or any other Transaction Document is in effect, to comply with, and to ensure compliance by all tenants, subtenants, operators and occupants of the Project Facility with, the provisions of the Environmental Indemnification.

(D) The Companies shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Materials on, from or affecting the Project Facility, (a) in accordance with all Environmental Laws, (b) to the reasonable satisfaction of the Agency, and (c) in accordance with the orders and directives of all Governmental Authorities, and (2) defend (with counsel selected by the Agency), indemnify, and hold harmless the Agency and its employees, agents, officers, attorneys, servants and members, past, present and future, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (a) the presence, disposal, release or threatened release of any Hazardous Materials on, from, under or affecting the Project Facility, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (c) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, and/or (d) any violations of Environmental Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, consultant fees, costs of remediation, investigation and laboratory fees, court costs, reasonable attorney fees and litigation expenses. Costs under this subsection (D) will be repaid immediately upon demand with interest at the Default Interest Rate commencing fifteen (15) days after such demand.

(E) Intentionally omitted.

(F) The Companies agree that the Agency and its officers, agents, employees, members, servants or representatives, may at any reasonable time, and at the Companies' reasonable expense inspect each Company's respective books and records and inspect and conduct any tests on the Project Facility, including taking soil samples, in order to determine that the Companies is in compliance with all Environmental Laws.

(G) The Companies shall obtain and keep in full force and effect at all times during the term of this Lease insurance at a reasonable cost to cover the Companies' obligations under this Section 3.3.

SECTION 3.4 NON-MERGER. During the term of this Lease, there shall be no merger of this Lease or the Company Lease nor of the leasehold estate created by the Company Lease or the subleasehold estate created by this Lease with the fee estate in the Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Lease or the Company Lease or the subleasehold estate created by this Lease or the leasehold estate created by the Company Lease or any interest in this Lease or the Company Lease or in any such leasehold or subleasehold estate and (2) the fee estate in the Premises or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Lease or the Company Lease or the subleasehold estate created by this Lease or the leasehold estate created by the Company Lease and (y) the fee estate in the Premises or any part thereof or any interest in such fee estate, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5 TITLE INSURANCE. On or prior to the Closing Date, the Companies will obtain and deliver to the Agency, in form, amount and substance satisfactory to the Agency, (a) an owner's title insurance policy (the "Title Policy") insuring the Agency's leasehold interest in the Premises against loss as a result of defects in title, subject only to Permitted Encumbrances (including, without limitation, that certain Second Loan Modification and Consent Agreement dated the date hereof among the Companies and the Bank), and (b) a current survey of the Premises certified to the Agency, the Companies, the Bank and the title insurance company issuing the Title Policy. Any proceeds of the Title Policy shall be paid to the Companies and applied by the Companies to remedy the applicable defect in title. If not so capable of being applied or if a balance remains after such application, the Net Proceeds or the remaining balance of the Net Proceeds, as the case may be, shall be applied to the payment of any sums due the Agency under this Lease or under any other Transaction Document, and any balance thereafter may be used by the Companies for any lawful corporate purpose.

ARTICLE IV UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1 ACQUISITION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT FACILITY.

(A) The Companies shall, on behalf of the Agency, acquire, renovate, install and equip the Project Facility (and each Company is hereby authorized to acquire, renovate, install and equip the portion of the Project Facility it owns independently of any other Company that does not have an ownership interest in such property), or cause the acquisition, renovation, installation and equipping of the Project Facility (collectively, the "Initial Work"), in a first-class, workmanlike manner using high grade materials, free of defects in materials and workmanship, which Initial Work shall result in capital improvements to the Project Facility in an aggregate amount not less than \$15 million and shall include, but not be limited to, the

renovation, installation and equipping of the Project Facility more particularly described in Schedule C to this Lease.

The Companies agree that the foregoing capital improvements may be made at any time during the term of this Lease, subject to the following: (1) the Companies shall make capital improvements in an amount not less than \$5 million on or before the fifth (5th) anniversary of the Closing Date, (2) the Companies shall make additional capital improvements in an amount not less than \$5 million on or before the tenth (10th) anniversary of the Closing Date (i.e., a cumulative total of \$10 million dollars of capital improvements), and (3) the Companies shall make additional capital improvements in an amount not less than \$5 million dollars on or before the fifteenth (15th) anniversary of the Closing Date (i.e., a cumulative total of \$15 million dollars of capital improvements).

Within thirty (30) days after the 5th, 10th and 15th anniversaries of the Closing Date, the Companies shall provide to the Agency their written certification of the cumulative amount of capital improvements made by the Companies to the Project Facility pursuant to Schedule C as of each such anniversary. The Companies shall include with each such certification documentary evidence reasonably satisfactory to the Agency documenting the amount of the capital improvements made as of each such anniversary.

Notwithstanding the foregoing, no Company shall, at any time during the term of this Lease, construct an addition to or otherwise increase the useable square footage of the Building without the prior written consent of the Agency, which consent may be withheld in the Agency's sole and absolute discretion, other than reconfigurations of common areas, utility and other non-rentable areas that result in more efficient use of existing useable square footage of the Building.

(B) No material change in the Initial Work shall be made unless the Agency shall have consented thereto in writing (which consent shall not be unreasonably withheld or delayed). If the Agency fails to respond to any Company's written request for such consent within ten (10) days after delivery of such request to the Agency, then the Agency shall be deemed to have consented; provided, however, that if such request requires the approval of the members of the Agency (as determined by the Agency and communicated to such Company within said ten (10) day period), the Agency shall have such reasonable additional period of time as may be required to convene a meeting of the members of the Agency to consider such request; provided that any delay of more than ten (10) days after delivery of such written request to the Agency shall extend the Scheduled Completion Date by the number of days in excess of (10) days.

(C) Title to all materials, equipment, machinery and other items of Property presently incorporated or installed in and which are a part of the Project Facility shall vest in the Agency immediately upon execution of the Bill of Sale to Agency. Title to all materials, equipment, machinery and other items of Property acquired subsequent to the Closing Date and intended to be incorporated or installed in and to become part of the Project Facility shall vest in the Agency immediately upon deposit on the Premises or incorporation or installation in the Project Facility, whichever shall first occur. The Companies shall execute, deliver and record or file all instruments necessary or appropriate to vest title to the above in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons.

(D) The Agency shall enter into, and accept the assignment of, such contracts as the Companies may request in order to effectuate the purposes of this Section 4.1; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Companies available therefor and advanced by the Companies for such purpose pursuant to Section 4.1(H) of this Lease.

(E) The Agency hereby appoints the Companies, and the Companies hereby accepts such appointment, as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Transaction Documents: (1) to acquire, renovate, install and equip the Project Facility as contemplated by this Lease, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be required or proper, all for such acquisition, renovation, installation and equipping of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Companies and advanced for such purposes by the Companies pursuant to Section 4.1(H) of this Lease, (3) to pay all fees, costs and expenses incurred in such acquisition, renovation, installation and equipping of the Project Facility from their own funds, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, writing or instruction entered into by the Companies, or any of them, in connection with such acquisition, renovation, installation and equipping of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same.

(F) The Companies have given or will give or cause to be given all notices and have complied and will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility, and the Companies will defend (with counsel selected by the Agency), indemnify and save the Agency and its officers, members, agents, attorneys, servants and employees, past, present and future, harmless from all fees, expenses, fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Companies.

(G) No Company shall take any action, or neglect to take any action, including, without limitation, the employment of any contractor, if such action or inaction results in jurisdictional disputes or strikes or labor disharmony in connection with the Project.

(H) The Companies agree, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith. A leasehold interest in (with respect to real property) or title (with respect to personal property) to portions of the Project Facility acquired, renovated and installed at the Companies' cost shall immediately upon such acquisition, renovation or installation vest in the Agency. The Companies shall execute, deliver and record or file such instruments as the Agency may reasonably request in order to perfect or protect the Agency's title to such portions of the Project Facility.

(I) No payment by any Company pursuant to this Section 4.1 shall entitle such Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by such Company under this Lease.

(J) The Companies agree, (i) at the sole expense of the Companies, to erect signage at the Project Facility during the renovation, installation and equipping of the Project Facility, which signage shall be in form and content reasonably satisfactory to the Agency and shall identify the Agency and its role in the Project, (ii) at the option of the Agency and at the sole expense of the Companies, to install within the Project Facility a sign or plaque permanently memorializing the Agency's role in the Project, which sign or plaque shall be in form, content and placed in a location reasonably satisfactory to the Agency, and (iii) that the Agency may otherwise publicize the Agency's role in the Project.

(K) The Companies agree to solicit bids from at least one (1) contractor or vendor based in the County for each contract any Company (or any Affiliate thereof) proposes to enter into with respect to the Project Facility, including, without limitation, contracts for construction (including, without limitation, the Initial Work and for buildout of approved subtenant premises), alteration, management, purchase of goods or services, maintenance and repair. Further, the Companies covenant to use their best efforts to let such contracts, where practicable, to contractors or vendors based in the County.

(L) W/MBE Contractors.

(1) The Companies will use their best efforts to take "affirmative steps" (as defined below) to assure that qualified women-owned and/or minority-owned business enterprises ("W/MBE's") are used, when possible, for each contract any Company (or any Affiliate thereof) proposes to enter into with respect to the Project Facility, including, without limitation, contracts for construction (including, without limitation, the Initial Work and for buildout of approved subtenant premises), renovation, demolition, replacement, alteration, management, purchase of goods and services, maintenance and repair.

(2) For purposes of this subsection, the term "affirmative steps" shall mean: (a) placing qualified W/MBE's on solicitation lists; (b) assuring that qualified W/MBE's are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified W/MBE's; (d) establishing delivery schedules, where the requirement permits, that encourage participation by qualified W/MBE's; and (e) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in clauses (a) through (d).

(3) For purposes of this subsection, the term "qualified W/MBE's" shall mean those women-owned and/or minority-owned business enterprises designated as such by New York State.

(M) The Companies shall furnish to the Agency all information and/or documentation requested by the Agency pursuant to this Section 4.1 and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section 4.1.

(N) Notwithstanding any provision of this Lease to the contrary, the Companies acknowledge that no sales and use tax exemption is granted pursuant to this Lease or the other Transaction Documents except with respect to the Initial Work.

SECTION 4.2 COMPLETION OF THE PROJECT FACILITY; FEES.

(A) The Companies will proceed with due diligence to commence the Initial Work in accordance with Section 4.1 of this Lease within ninety (90) days after the Closing Date and shall proceed with due diligence to complete the Initial Work, within fifteen (15) years after the Closing Date, as such date may be extended in accordance with this Lease (the "Scheduled Completion Date"). Each Company covenants to diligently prosecute applications for any required building permits for the Project Facility (and each Company is hereby authorized to prosecute same for the portion of the Project Facility it owns independently of any other Company that does not have an ownership interest in such property). Completion of the Initial Work shall be evidenced by a certificate signed by an Authorized Representative of the Companies delivered to the Agency stating (A) the date of such completion, (B) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (C) that the Initial Work contemplated by Section 4.1 of this Lease has been completed in a good and workmanlike manner, (D) that the Companies and the Agency have good and valid interests in and to all Property constituting a portion of the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Project Facility or the applicable portion thereof, as the case may be, is ready for occupancy, use and operation for its intended purposes. Such certificate shall be accompanied by a certificate of occupancy for the Project Facility and/or all appropriate permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes (other than any such permissions, licenses or consents required with respect to the specific occupancy of the Project Facility, or a portion thereof, by an occupant thereof).

(B) The Companies shall pay within the time periods required by applicable Governmental Authorities, all construction related and other fees for the Project, including, without limitation, building permit fees, plumbing fixture permit fees, recreation fees, site planning fees, city consultant review fees, special use fees, variance fees, sewer hook up fees, water service installation fees and fire line fees, if any.

SECTION 4.3 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, renovation, installation and equipping of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the applicable Companies shall proceed, either separately or in conjunction with others, to exhaust the remedies of such Companies and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the

performance of such contract. The Companies may, in their own name or, with the prior written consent of the Agency, which consent shall not be unreasonably withheld, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Companies deem reasonably necessary, and in such event the Agency hereby agrees, at the Companies' sole expense, to cooperate fully with the Companies and to take all action necessary to effect the substitution of the Companies for the Agency in any such action or proceeding. The Companies shall advise the Agency of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Companies as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used to the extent necessary to complete the Project Facility then to pay all reasonable costs and expenses incurred by the Agency in connection therewith, and thereafter be paid to the Companies for their own use. Each Company is hereby authorized to comply with the provisions of this Section 4.3 with respect to the portion of the Project Facility it owns independently of any other Company that does not have an ownership interest in such property.

**ARTICLE V
DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS
AND OTHER AMOUNTS PAYABLE**

SECTION 5.1 SUBLEASE OF THE PROJECT FACILITY. In consideration of the Companies' covenant herein to make rental payments hereunder, and in consideration of the other covenants of the Companies contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby agrees to demise and sublease to the Companies, and the Companies hereby agree to rent and sublease from the Agency, a subleasehold interest in the portions of the Project Facility owned by each such Company, subject only to the Permitted Encumbrances.

SECTION 5.2 DURATION OF THE LEASE TERM; QUIET ENJOYMENT.

(A) The Agency shall deliver to the Companies possession of the Project Facility, subject to the provisions of this Lease, and the subleasehold estate created hereby shall commence, on the Closing Date, and the Companies shall accept possession of the Project Facility on the Closing Date.

(B) Provided that all amounts, costs and expenses payable by the Companies to the Agency under this Lease and all other Transaction Documents are paid in full, the subleasehold estate created hereby shall terminate at 12:00 a.m. on the earlier to occur of (1) December 31, 2029 (the "Stated Expiration Date"), or (2) the date that this Lease shall terminate pursuant to Article X or Article XI hereof.

(C) The Agency shall take no action, other than pursuant to Article X or Article XI of this Lease, to prevent the Companies from having quiet and peaceable possession and enjoyment of the Project Facility during the term of this Lease and will, at the request of the Companies and at the Companies' expense, cooperate with the Companies in order that the Companies may have quiet and peaceable possession and enjoyment of the Project Facility.

SECTION 5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

(A) The Companies shall pay on the date of execution and delivery of this Lease, as the basic sublease payments due hereunder: (1) the sum of \$1.00, (2) all reasonable fees and expenses of counsel to the Agency and Special Counsel to date with respect to the Project, and (3) all other reasonable costs and expenses incurred by the Agency in connection with the transactions contemplated by this Lease and the other Transaction Documents.

(B) The Companies agree to pay to the Agency, on the Closing Date, an Agency administrative fee, with respect to the Project (the "Administrative Fee"). The Administrative Fee is due and payable by the Companies to the Agency on the Closing Date. The Administrative Fee is non-refundable and is deemed earned in full upon the execution and delivery of this Lease. The Agency acknowledges that the Administrative Fee is payable with respect to the entire Project.

(C) The Companies agree to pay to the Agency an annual administrative fee in the amount of \$1,000.00 (the "Annual Fee"). The Annual Fee for the first year of the lease term or part thereof (i.e., 2013) shall be due and payable on the Closing Date and the Annual Fee for each year thereafter (i.e., 2014 and thereafter) shall be due and payable, in advance, on January 1 of each year. The Agency acknowledges that the Annual Fee is payable with respect to the entire Project.

(D) Within five (5) days after receipt of a demand therefor from the Agency, the Companies shall pay to the Agency the sum of the costs and expenses of the Agency and the officers, members, agents, attorneys, servants and employees thereof, past, present and future, incurred by reason of the Agency's subleasing of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease or any of the other Transaction Documents, and any other fee or expense of the Agency with respect to the Project Facility, the subleasing of the Project Facility to the Companies, the sub-subleasing of the Project Facility to the Sublessees, or any of the other Transaction Documents, the payment of which is not otherwise provided for under this Lease.

(E) The Companies agree to make the above-mentioned payments in immediately available funds, without any further notice or demand, by wire transfer or other form of payment satisfactory to the Agency, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Companies shall fail to make any payment required by this Section 5.3 within fifteen (15) days of the date such payment is due, the Companies shall pay the same, together with interest thereon at the Default Interest Rate, from the date on which such payment was due until the date on which such payment is received by the Agency.

**SECTION 5.4 NATURE OF OBLIGATIONS OF THE COMPANIES
HEREUNDER.**

(A) The obligations of the Companies to make the payments required by this Lease and to perform and observe any and all of the other covenants and agreements on their part contained herein shall be general obligations of the Companies and shall be absolute and

unconditional irrespective of any defense or any right of setoff, recoupment, counterclaim or abatement that any Company may otherwise have against the Agency. The Companies agree that they will not suspend, discontinue or abate any payment required by, or fail to observe any of their other covenants or agreements contained in, this Lease, or terminate this Lease (except as set forth in Section 11.1 hereof), for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Companies' purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Lease.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part expressly contained in this Lease, and, in the event the Agency should fail to perform any such agreement, the Companies may institute such action against the Agency as the Companies may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.9 hereof); provided, however, that the Companies shall look solely to the Agency's estate and interest in the Project Facility for the satisfaction of any right or remedy of the Companies for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Companies), servants or employees, past, present and future, of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Companies' remedies under or with respect to this Lease, the relationship of the Agency and the Companies hereunder or the Companies' or any Sublessee's use and occupancy to the Project Facility, or any other liability of the Agency to any Company.

(C) The obligations of the Companies under this Lease and the other Transaction Documents shall be joint and several, except as otherwise expressly set forth herein.

SECTION 5.5 SUBLEASE.

(A) With respect to the portion of the Project Facility owned by a Company, such Company covenants and agrees to enforce each Sublease Agreement approved by the Agency in accordance with its material terms for the benefit of the Agency.

(B) Intentionally omitted.

(C) The Companies agree not to terminate, modify, amend or supplement any Sublease Agreement, or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof, without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed, and any attempted termination, surrender, modification, amendment of or supplement to any Sublease Agreement without such written consent shall be null and void. The Agency agrees to respond

to any request for consent pursuant to the immediately preceding sentence within ten (10) days after its receipt of a written request for consent and, if the Agency fails to disapprove of such request within such ten (10) day period, the request for consent shall be deemed approved.

(D) In the exercise of the powers herein granted, no liability shall be asserted or enforced against the Agency, all such liability being hereby expressly waived and released by the Companies. The Agency shall not be obligated to perform or discharge any obligation, duty or liability under the Sublease Agreements, or under or by reason of this assignment.

(E) The Companies and the Agency acknowledge and agree that all Pre-Closing Leases and any leases, subleases or sub-subleases executed on or after the Closing Date approved (or deemed approved) pursuant to this Lease and the Bank Mortgage (or not requiring such approval) shall survive the expiration or any earlier termination of this Lease and the Company Lease.

ARTICLE VI MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1 MAINTENANCE AND MODIFICATIONS OF THE PROJECT FACILITY.

(A) The Companies shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) occupy, use and operate the Project Facility, and shall cause the Project Facility to be occupied, used and operated, in the manner for which it was intended and contemplated by this Lease, (3) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural), (4) operate the Project Facility in a sound and economical manner, (5) not abandon the Project Facility, and (6) not create, permit or suffer to exist any mortgage, encumbrance, lien, security interest, claim or charge against the Project Facility, or any part thereof, or the interest of the Agency or the Companies in the Project Facility or this Lease, except for Permitted Encumbrances. The Agency shall have no obligation to replace, maintain or effect replacements, renewals or repairs of the Project Facility, or to furnish any utilities or services for the Project Facility and the Companies hereby agree to assume full responsibility therefor.

(B) Upon prior written notice to the Agency, a Company may make alterations, modifications or improvements to the Project Facility, or any part thereof, provided:

(1) the Company shall (a) give or cause to be given all notices and comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on such modification or improvement to the Project Facility, or any part thereof, (b) indemnify, defend (with counsel selected by the Agency) and save the Agency and its officers, members, agents (other than the Companies), attorneys, servants and employees, past, present and future harmless from all fees, expenses, fines and penalties due to failure to comply therewith, (c) promptly procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(B), and (d) not be in default

under this Lease or under any of the other Transaction Documents beyond applicable notice and cure periods;

(2) such alterations, modifications and improvements are effected with due diligence, in a good and workmanlike manner and in compliance with all Applicable Laws;

(3) the Company shall promptly and fully pay for such alterations, modifications and improvements in accordance with the terms of the applicable contract(s) therefor;

(4) the alteration, modification or improvement to the Project Facility shall not constitute or cause a default under any of the Transaction Documents;

(5) the Company shall furnish to the Agency, at least fifteen (15) days prior to commencing such alteration, modification or improvement to the Project Facility, detailed plans and specifications therefor; provided, further, however, that such plans need not be furnished to the Agency for nonstructural modifications or improvements to the Project Facility which do not exceed, at any one time, \$500,000.00 in value;

(6) as a result of such alterations, modifications or improvements, neither the usefulness, structural integrity nor operating efficiency of the Project Facility would be impaired in the reasonable judgment of the Agency;

(7) intentionally omitted;

(8) the Agency receives reasonably satisfactory evidence that such alterations, modifications and alterations do not change the nature of the Project Facility such that it would not comply with the terms of this Lease or such that it would not constitute a "project" (as such quoted term is defined in the Act);

(9) if such alterations, modifications or improvements involve an addition to the Project Facility, the construction of a new building or structure on the Project Facility or the creation of additional rentable square footage in the Project Facility, which would otherwise result, but for the Agency's interest in the Project Facility, in an increase in the assessed value of the Premises, then the Agency may require an increase in the Administrative Fee, the Annual Fee and/or the sums payable under the PILOT Agreement, if any;

(10) no such alterations, modifications or improvements shall be entitled to any "financial assistance" (as such quoted term is defined in the Act) from the Agency unless agreed to in writing by the Agency; and

(11) an Event of Default shall not have occurred under this Lease or any other Transaction Document and be continuing beyond any applicable notice, cure or grace period.

The Agency agrees to respond promptly to any notice of alterations, modifications or improvements to the Project Facility from the Company that requires a determination or decision by the Agency.

All such alterations, modifications and improvements shall constitute a part of the Project Facility and the Company shall deliver or cause to be delivered to the Agency appropriate documents to convey title to or a leasehold interest in such property to the Agency, as the case may be, free and clear of all liens, charges, encumbrances, security interests or claims other than Permitted Encumbrances, and to subject such property to this Lease.

The provisions of this Subsection (B) shall not apply to the Initial Work contemplated by Section 4.1 of this Lease.

(C) The Companies have given or will give or cause to be given all notices and have complied or will comply or cause compliance with all Applicable Laws applying to or affecting the operation of the Project Facility, and the Companies will defend (with counsel selected by the Agency), indemnify and save the Agency and its officers, members, agents (other than the Companies), attorneys, servants and employees, past, present and future, harmless from all fees, expenses, fines and penalties due to failure to comply therewith.

(D) In the event that any such alterations, modifications or improvements undertaken pursuant to this Section 6.1 are made in connection with a Proposed Sublease, such alterations, modifications or improvements shall only be permitted with the consent of the Agency to such Proposed Sublease in accordance with Section 9.3 of this Lease. Any such alterations, modifications and improvements shall automatically become part of the Project Facility and shall be subject to the benefits and obligations of this Lease and the PILOT Agreement.

SECTION 6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

(A) The Companies shall pay or cause to be paid, as the same respectively become due: (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility (other than those taxes for which payments in lieu thereof are being paid pursuant to the PILOT Agreement), (2) all utility and other charges, including "service charges" and deposits, incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, and (3) all assessments and charges of any kind whatsoever lawfully made against the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Companies shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease.

(B) If any Company fails to pay any tax, assessment or charge required to be paid pursuant to this Section 6.2 within fifteen (15) days following notice of non-payment of such tax, assessment or charge, the Agency may pay or cause to be paid such taxes, assessments or charges. The Companies shall reimburse the Agency for any amount paid under this Section 6.2, together with interest thereon from the date of payment at the Default Interest Rate.

(C) Notwithstanding the provisions of this Section 6.2, the Companies may withhold any such payment and the Companies may in good faith actively contest the terms, amount, validity or the applicability of any payment referred to in such subsection (A), provided that (1) the Companies shall have first notified the Agency in writing of such contest, (2) the overall operating efficiency of the Project for the purposes for which it is intended is not materially impaired, (3) neither the Project Facility nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings, (4) the Companies shall have set aside on their respective books adequate reserves with respect thereto, and (5) the Companies diligently prosecute such contest to completion. Otherwise, the Companies shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Agency.

SECTION 6.3 INSURANCE REQUIRED. During the term of this Lease, the Companies shall maintain insurance with respect to the Project Facility against such risks and liabilities and for such amounts as are, in the Agency's judgment, customarily insured against by businesses of like size and type, paying or causing to be paid, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(A) Insurance protecting the interests of the Companies and the Agency as insureds, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils embraced by so-called "All Risks" insurance, in amounts sufficient to prevent any Company or the Agency from becoming a co-insurer under such policy and not less than 100% of the replacement cost of the Project Facility, without deduction for depreciation, and including coverage against acts of terrorism. Additionally, during any period in which construction work or alterations are being performed at the Project Facility, the Companies shall maintain extended coverage casualty insurance in the form of a "Builder's Risk" completed value non-reporting policy in an amount satisfactory to the Agency and which shall contain a provision granting the insured permission to complete and/or occupy.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Companies are required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Companies who are located at or assigned to the Project Facility or who are responsible for the acquisition, renovation, installation and equipping of the Project Facility.

(C) Insurance protecting the Companies and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Companies under Section 8.2 of this Lease) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000.00 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000.00 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Companies by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Companies and the Agency with a limit of not less than \$10,000,000.00, as said amounts may be adjusted by the Agency from time to time in its sole and absolute discretion.

(D) During any period of construction, renovation, improvement or reconstruction, to the extent not covered by the public liability insurance set forth in Subsection (C) above, Owners & Contractors Liability insurance for the benefit of the Companies and the Agency in a minimum amount of \$2,000,000.00 aggregate coverage for personal injury and property damage.

(E) Boiler and machine property damage insurance in respect of any steam and pressure boilers and similar apparatus, insuring risks normally insured against under boiler and machinery policies and in amounts and with deductibles customarily obtained for similar enterprises.

(F) If the Land is located in whole or in part in a flood zone as determined by FEMA, a policy or policies of flood insurance in an amount not less than the maximum amount of flood insurance available with respect to the Project Facility under the Flood Disaster Protection Act of 1973, as amended.

(G) Such other insurance in such amounts and against such insurable hazards and risks as the Agency from time to time may reasonably require, including, without limitation, environmental hazard and liability insurance.

SECTION 6.4 ADDITIONAL PROVISIONS RESPECTING INSURANCE.

(A) All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Companies and authorized to write such insurance in the State and satisfactory and having an A.M. Best rating satisfactory to the Agency. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Companies are engaged and shall provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Agency. All policies evidencing such insurance shall name the Companies and the Agency as insureds, as their interests may appear, and naming the Agency as loss payee, and provide for at least thirty (30) days' written notice to the Companies and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date. The Companies shall deliver or cause to be delivered to the Agency on or before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 6.3 hereof. At least thirty (30) days prior to the expiration of any such policy, the Companies shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Lease.

(B) All premiums with respect to the insurance required by Section 6.3 hereof shall be paid by the Companies; provided, however, that, if the premiums are not timely paid, the

Agency may pay such premiums and the Companies shall pay immediately upon demand all sums so expended by the Agency, together with interest thereon at the Default Interest Rate.

(C) In the event of construction, reconstruction, improvement or renovation of any part of the Project Facility, the Companies shall require their contractors and subcontractors, if any, to name the Agency as an additional insured on liability policies carried by such contractors or subcontractors with respect to their operations at the Premises or with respect to the Project.

(D) Each of the policies evidencing the insurance required by Section 6.3 of this Lease shall provide that: (i) there shall be no recourse against the Agency for the payment of premiums or commissions or, if such policies provide for the payment thereof, additional premiums or assessments; (ii) in respect of the interest of the Agency in such policies, the insurance shall not be invalidated by any action or inaction of any Company or any other Person and shall insure the Agency regardless of, and any losses shall be payable notwithstanding, any such action or inaction; (iii) if the insurers cancel such insurance for any reason whatsoever, including the insured's failure to pay any accrued premium, or the same is allowed to lapse or expire, or if there shall occur any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Agency until at least thirty (30) days after receipt by the Agency of written notice by such insurers of such cancellation, lapse, expiration, reduction or change; and (iv) the insurers waive subrogation thereunder against any Person insured under such policy, and waive any right of the insurers to any setoff or counterclaim or other deduction, in respect of any liability of any Person insured under such policy.

(E) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANIES' BUSINESS OR INTEREST IN THE PROJECT FACILITY.

(F) Any provision of this Lease to the contrary notwithstanding, at any time during the term of this Lease that any portion of the Bank Loan is outstanding and the Bank Mortgage remains a Lien on the Project Facility, the Agency agrees that (i) the Bank shall be the loss payee with respect to the Net Proceeds of the insurance required by Sections 6.3(A) and (E) hereof, and (ii) the provisions of Section 6.5(A) and 7.1(B) hereof shall be superseded and replaced by the applicable provisions of the Loan Agreement (as defined in the Bank Mortgage).

SECTION 6.5 APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Sections 6.3(A) and 6.3(E) hereof shall be applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Sections 6.3(B), 6.3(C) and 6.3(D) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.6 PAYMENTS IN LIEU OF TAXES.

(A) It is recognized that, under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any of the Property acquired by it or under its jurisdiction, control or supervision or upon its activities as more particularly set forth in Section 874 of the General Municipal Law. It is the intention of the parties hereto that the Project Facility be treated as exempt from real property taxation to the extent set forth in the PILOT Agreement. Accordingly, the parties hereto acknowledge that the Agency shall file New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility. The Companies hereby consent to any enforcement action provided to such Taxing Entities pursuant to law in the event that the Companies should fail to pay any taxes not exempted by the Agency as aforesaid and shall not object to any such enforcement action on the grounds that a leasehold interest in the Project Facility is held by the Agency or that the Project Facility is under the Agency's jurisdiction, control or supervision or subject to its activities.

(B) The Agency and the Companies hereby agree that the Companies shall be required to make or cause to be made payments in lieu of taxes to the school districts, city, towns, county, villages and other political units wherein the Project Facility is located having taxing powers (such political units are hereinafter collectively referred to as the "Taxing Entities"), in such amounts and at such times as are required by the PILOT Agreement.

(C) Within thirty (30) days after receipt of written request therefore, the Companies shall deliver to the Agency official receipt of the Taxing Entities or other proof reasonably satisfactory to the Agency evidencing payment of any amount that the Companies are required to pay under the PILOT Agreement.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1 DAMAGE OR DESTRUCTION.

(A) If the Project Facility shall be damaged or destroyed, in whole or in part:

(1) the Agency shall have no obligation to replace, repair, rebuild or restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Companies under this Lease (whether or not the Project Facility is replaced, repaired, rebuilt or restored) unless otherwise agreed to in writing by the Agency;

(3) the Companies shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (B) of this Section 7.1, (a) the Companies shall promptly replace, repair, rebuild or restore the Project Facility to substantially the same condition and value as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Companies and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project", as such quoted term is defined in the Act, or change the use of the Project

Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b) (1) the Agency shall make available to the Companies (solely from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and, subject to the provisions of Section 6.4(F) of this Lease, in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Companies, if any, are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Companies shall nonetheless complete such work and shall pay from their own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement, if any, remaining on deposit with the Agency after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be paid to the Companies for their own purposes.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, the Companies shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Companies shall notify the Agency that they elect to exercise their option under Article XI hereof to terminate this Lease. In such event, subject to the provisions of Section 6.4(F) of this Lease, the Net Proceeds collected by the Agency under any and all policies of insurance covering the damage to or destruction of the Project Facility, after deducting the amount necessary to repay the Indebtedness, shall be paid to the Companies for their own purposes. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to repay the Indebtedness in full, the Companies shall pay to the Agency the difference between the Net Proceeds of such insurance and the amount necessary to repay the Indebtedness in full.

(C) Unless an Event of Default under any of the Transaction Documents shall have occurred and be continuing, the Companies may adjust all claims under any policies of insurance required by Section 6.3(A) and 6.3(C) hereof.

(D) The Companies hereby waive the provisions of Section 227 of the Real Property Law of the State or any laws of like import, now or hereafter in effect.

SECTION 7.2 CONDEMNATION.

(A) To the best of each Company's knowledge, no Condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility or the Agency's or the Company's interest therein.

(B) If title to, or the use of, all or any part of the Project Facility shall be taken by Condemnation:

(1) the Agency shall have no obligation to restore the Project Facility, or any part thereof;

(2) there shall be no abatement or reduction in the amounts payable by the Companies under this Lease (whether or not the Project Facility is restored) unless otherwise agreed to in writing by the Agency;

(3) the Companies shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (C) of this Section 7.2, (a) the Companies shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) as a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Companies and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project" as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Companies (solely from the Net Proceeds of any Condemnation award, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided by the Agency to the Companies are not sufficient to pay in full the costs of such restoration, the Companies shall nonetheless complete such restoration and shall pay from their own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award remaining on deposit with the Agency, if any, after payment of all of the costs of such restoration shall be paid to the Companies for their own purposes.

(C) Notwithstanding anything to the contrary contained in subsection (B) of this Section 7.2, the Companies shall not be obligated to restore the Project Facility and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (B) (4) of this Section 7.2, if the Companies shall notify the Agency that they elect to exercise their option under Article XI hereof to terminate this Lease. In such event, subject to the applicable provisions of the Bank Mortgage, the Net Proceeds of any Condemnation award collected by the Agency, if any, after deducting the amount necessary to repay the Indebtedness, shall be paid over to the Companies for their own purposes. If the Net Proceeds collected under any and all Condemnation awards are less than the amount necessary to repay the Indebtedness in full, the Companies shall pay to the Agency the difference between such amounts and the Net Proceeds of such Condemnation awards so that the Indebtedness shall be repaid in full.

(D) Unless an Event of Default under any of the Transaction Documents shall have occurred and be continuing, the Companies shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof or any interest therein and may negotiate the settlement of any such proceeding. The Companies shall notify the Agency of the institution of any Condemnation proceedings and, within ten (10) days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(E) The Agency shall, at the reasonable expense of the Companies, cooperate fully with the Companies in the handling and conduct of any such Condemnation proceeding. In

no event shall the Agency voluntarily settle, or consent to the settlement of, any such Condemnation proceeding without the written consent of the Companies, which consent shall not be unreasonably withheld or delayed.

SECTION 7.3 ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Companies' own money, shall automatically become part of the Project Facility as if the same were specifically described herein and shall be subject to this Lease.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANIES' PURPOSES OR NEEDS. THE COMPANIES SHALL ACCEPT THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

SECTION 8.2 HOLD HARMLESS PROVISIONS.

(A) The Companies hereby release the Agency and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, from, agree that the Agency and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, shall not be liable for and agree to indemnify, defend (with counsel selected by the Agency) and hold the Agency and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising directly or indirectly as a result of the Agency's undertaking the Project, including, but not limited to: (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project or the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, renovating, equipping, installing, owning, leasing, subleasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Lease or any of the other Transaction Documents or the enforcement of or defense of validity of any provision of any of the Transaction Documents, (3) all claims arising from the exercise by the Companies of the authority conferred on them pursuant to Section 4.1(E) hereof, and (4) all

causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Companies), attorneys, servants or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Companies), attorneys, servants or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Companies), attorneys, servants or employees, past, present or future, by any employee of any Company or any contractor of any Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Companies hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Companies or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.2, the Companies agree to provide for and insure to the extent possible, in the liability policies required by Section 6.3(C) of this Lease, their liabilities assumed pursuant to this Section 8.2.

(D) Notwithstanding any other provisions of this Lease, the obligations of the Companies pursuant to this Section 8.2 shall remain in full force and effect after the termination or expiration of this Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency or its members, agents (other than the Companies), attorneys, servants or employees, past, present or future, relating thereto.

SECTION 8.3 RIGHT OF ACCESS TO THE PROJECT FACILITY. The Companies agree that the Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable advance notice (subject to rights of Sublessees) to enter upon and to examine and inspect the Project Facility (except in cases of emergency for which advance notice shall not be required); provided, however, that no such notice shall be required in the event of an emergency or if an Event of Default has occurred and is continuing under this Lease. The Companies further agree that the Agency shall have such rights of access to the Project Facility as may be reasonably necessary to cause the proper maintenance of the Project Facility in the event of failure by the Companies to perform their obligations hereunder, but the exercise of such right shall in no event be construed to mean that the Agency has assumed any obligation hereunder to perform such maintenance.

SECTION 8.4 COMPANIES NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS. Each Company agrees that, during the term of this Lease, it will maintain its limited liability company existence as in effect on the Closing Date, will not dissolve

or otherwise dispose of all or substantially all of its assets, will not consolidate with or merge into another limited liability company or other Person, or permit one or more limited liability companies or other Persons to consolidate with or merge into it, without giving prior written notice to the Agency and obtaining the consent of the Agency. Each Company agrees that it will not change its name or its state of formation without giving prior written notice to the Agency and obtaining the consent of the Agency, which consent shall not be unreasonably withheld or delayed.

SECTION 8.5 **AGREEMENT TO PROVIDE INFORMATION.** The Companies agree, whenever reasonably requested by the Agency, to promptly provide and certify or cause to be provided and certified such information concerning the Project Facility, the Companies, the Guarantors, or their respective finances, operations and affairs and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by Applicable Laws or other governmental regulation.

SECTION 8.6 **BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES.**

(A) Each Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

(B) Within thirty (30) days after the end of each fiscal year of the Company, each Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that no Event of Default hereunder or under any other Transaction Document has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto.

SECTION 8.7 **COMPLIANCE WITH APPLICABLE LAWS.**

(A) The Companies agree, for the benefit of the Agency, that they will, during the term of this Lease, promptly comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Companies may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Companies (1) first shall have notified the Agency in writing of such contest, (2) are not in default under any of the Transaction Documents beyond any applicable notice or cure period, (3) shall have set aside adequate reserves for any such requirement, (4) demonstrate to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture, (5) demonstrate to the reasonable satisfaction of the Agency that such contest shall not result in any Company or the Agency being in any danger of any civil or criminal liability for failure to comply therewith, and (6) diligently prosecute such contest to completion. Otherwise, the Companies shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B) of this Section 8.7, if the Agency or any of its members, officers, agents (other than the Companies), attorneys, servants or employees, past, present or future, may be liable for prosecution for failure to comply therewith, the Companies shall promptly take such action with respect thereto as shall be reasonably satisfactory to the Agency.

SECTION 8.8 DISCHARGE OF LIENS AND ENCUMBRANCES.

(A) The Companies hereby agree not to create or suffer to be created any Lien on any Properties of the Agency or on any funds of the Agency applicable to or deriving from the Project Facility.

(B) If any Lien (other than a Permitted Encumbrance) is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued or any claim, whether or not valid, is made against the Project Facility or any part thereof or the interest therein of any Company or the Agency or against any funds of the Agency applicable to or deriving from the Project Facility, the Companies, immediately upon receiving notice of the filing, assertion, entry or issuance thereof, shall give written notice thereof to the Agency and take all action (including, without limitation, the payment of money and/or securing of a bond) at their own cost and expense as may be necessary or appropriate to obtain the discharge in full thereof and remove or nullify the basis therefor within thirty (30) days after receiving notice of such filing, assertion, entry or issuance. Nothing herein shall be construed as constituting the consent to or permission of the Agency for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against the Agency's interest in the Project Facility.

SECTION 8.9 PERFORMANCE OF THE COMPANIES' OBLIGATIONS.

Should any Company fail to make any payment or to do any act as herein provided, after any applicable notice and cure period, the Agency may, but shall not be obligated to, without notice to or demand on the Companies and without releasing any Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of any Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith; and the Companies shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon, at the Default Interest Rate.

SECTION 8.10 DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between the Agency, on the one hand, and the Companies, on the other hand, the Companies shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other state and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

SECTION 8.11 EMPLOYMENT OPPORTUNITIES.

(A) The Companies shall ensure that all employees and applicants for employment with regard to the Project, including, without limitation, the employees of and applicants for employment with the Companies, the Applicant and the Sublessees, are afforded equal employment opportunities without discrimination.

(B) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements, the Companies agree (1) to list (and to cause the Applicant and to use commercially reasonable efforts to cause the Sublessees to list) all new employment opportunities created as a result of the Project with the New York State Department of Labor, Community Services Division (the "NYSDOL") and with the administrative entity (collectively with NYSDOL, the "JTPA Referral Entities") of the service delivery area created by the federal Job Training Partnership Act (P.L. No. 97-300) (including any successor statute thereto, including without limitation, the Workforce Investment Act of 1998 (P.L. No. 105-270), collectively, the "JTPA") in which the Project Facility is located, and (2) where practicable, to first consider (and to use commercially reasonable efforts to cause the Sublessees to first consider) for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

(C) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Companies agree to file with the Agency, prior to the effective date of this Lease, an employment plan, in form and substance reasonably satisfactory to the Agency.

(D) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Companies agree to file with the Agency and to cause the Applicant and to use commercially reasonable efforts to cause each Sublessee to file with the Agency, on an annual basis not later than February 11 of each year during the term of this Lease, reports regarding the number of people employed at the Project Facility (including the number of persons employed by the Applicant and the Sublessees at the Project Facility) as of December 31st of the immediately preceding year, and certain other matters, said annual employment reports to be in substantially the form promulgated from time to time by the Agency. The current forms of annual employment reports are annexed hereto as Exhibit G. The Agency shall have the right, at the Companies' expense, to audit, confirm and/or require additional information with regard thereto and the Companies agree to cooperate with the Agency in connection therewith.

(E) The Companies shall, at all times during the term of this Lease, maintain or cause to be maintained, as applicable, the Minimum Employment Requirement.

(F) Subject to (i) collective bargaining contracts or agreements and other existing contracts or agreements to which any Company is a party or by which any Company is bound and (ii) compliance with Applicable Laws, the Companies agree to list or cause to be listed all new employment opportunities created as a result of the Project on the Nassau County TweetMyJobs website or other website designated by the Agency from time to time, provided that such listing shall be at no cost to the Companies.

(G) Subject to (i) collective bargaining contracts or agreements and other existing contracts or agreements to which any Company is a party or by which any Company is bound and (ii) compliance with Applicable Laws, the Companies agree that to the greatest extent possible all employment opportunities shall be provided to Nassau County or Suffolk County residents first.

SECTION 8.12 SALES AND USE TAX EXEMPTION.

(A) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales and use taxes imposed by the State and local governments in the State, and that the Initial Work may be exempted from those taxes due to the involvement of the Agency in the Project. Any exemption from the payment of New York sales and use taxes resulting from Agency involvement in the Project shall be limited to purchases of services and the purchase or lease of tangible personal property conveyed to the Agency or utilized by the Agency or by the Companies as agents of the Agency as a part of or incorporated within the Project Facility solely for the purpose of undertaking the Initial Work as set forth in Section 4.1 of this Lease. No operating expenses (including, without limitation, costs of utilities, cleaning services or supplies) of the Project and no other purchases of services or property (including, without limitation, any purchases of goods or services related to the acquisition, construction, installation, equipping, maintenance or operation of any part of the Project Facility for a Sublessee or in connection with a Sublease Agreement unless consented to in writing by the Agency) shall be subject to an exemption from the payment of New York sales or use taxes. The Agency makes no representations or warranties that any property or service is exempt from the payment of New York sales or use taxes.

(B) On the Closing Date, the Agency shall execute and deliver to the Companies a sales and use tax exemption letter in the form attached hereto as Exhibit E (the "Sales Tax Exemption Letter"). The granting of the sales and use tax exemption herein is subject to the following additional terms and conditions:

(1) The Sales Tax Exemption Letter shall be dated the Closing Date and shall be effective for a term commencing on its date and expiring upon the earliest to occur of: (a) the termination of this Lease, (b) May 31, 2028, as such date may be extended in accordance with this Lease, or (c) the termination of the Sales Tax Exemption Letter pursuant to the terms hereof and thereof;

(2) Anything in this Lease or the Sales Tax Exemption Letter to the contrary notwithstanding, the sales and use tax exemption to be provided pursuant to the Sales Tax Exemption Letter (a) shall not be available for any date subsequent to which the Sales Tax Exemption Letter shall have been suspended as provided in this Lease; provided, however, that in the event the Companies shall thereafter cure the default(s) giving rise to such suspension, or shall cause such default to be cured, or the Agency shall thereafter waive such suspension and the sales and use tax exemption shall again continue from the date of such cure or waiver; (b) shall not be available for or with respect to any tangible personal property having a useful life of less than one year or which shall not constitute a tangible capital asset; and (c) shall not be available after the Companies (or their approved sub-agents) shall have made purchases under the Sales Tax Exemption Letter

resulting in sales and use tax exemptions in the aggregate amount of the Maximum Sales Tax Benefit; and

(3) Anything in this Lease or the Sales Tax Exemption Letter to the contrary notwithstanding, if the Sales Tax Exemption Letter is suspended as provided in this Lease, the Bank shall be entitled to reinstatement of the Sales Tax Exemption Letter in connection with the exercise of its rights under Section 12.19(C) of this Lease.

(C) The Companies agree to furnish to the Agency, within thirty (30) days after the end of each calendar quarter, a sales and use tax exemption report (the "Quarterly Sales Tax Report"), in form and substance satisfactory to the Agency in its reasonable judgment, with respect to the use of the Sales Tax Exemption Letter by the Companies and their agents, contractors and subcontractors during the preceding calendar quarter. Each said Quarterly Sales Tax Report shall be certified by an Authorized Representative of the Companies and shall: (1) identify the contracts and specific property exempted from sales taxes and/or use taxes during such period; (2) indicate the parties to said contract; (3) indicate the maximum amount payable under said contract, and indicate what portion of said amount would normally be subject to sales and use taxes imposed in the State; (4) indicate the amount of sales tax benefit expected to be received with respect to said contract; and (5) indicate the cumulative sales tax benefit received by the Companies with respect to the Initial Work for the calendar year.

(D) Pursuant to Section 874(8) of the Act, the Companies agree to file annually, with the New York State Department of Taxation and Finance (the "Department"), on a form, at such time and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Annual Sales Tax Report"), a statement of the value of all sales and use tax exemptions claimed by the Companies and all contractors, subcontractors, consultants and other agents of the Companies under the authority granted to the Companies pursuant to Section 4.1(E) of this Lease. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be the termination of authority to act as agent of the Agency. Additionally, if any Company shall fail to comply with the requirements of this subsection (D), the Companies shall immediately cease to be the agent of the Agency in connection with the Initial Work.

(E) The Companies agree to furnish to the Agency, simultaneously with their delivery of such report to the Department, a copy of each such Annual Sales Tax Report submitted to the Department by the Companies pursuant to Section 874(8) of the Act.

(F) The Companies acknowledge that, pursuant to Section 874(9) of the Act, the Agency shall file within thirty (30) days of the Closing Date with the Department on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), a statement identifying the Companies as agents of the Agency, setting forth the taxpayer identification number of each of the Companies, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease. The Companies agree to timely provide the foregoing information to the Agency and to

otherwise cooperate with the Agency in connection with the preparation and filing of the Thirty-Day Sales Tax Report.

(G) The Companies agree to furnish to the Agency, on request, an opinion of a certified public accountant to the effect that such accountant has audited the use by the Companies of the Sales Tax Exemption Letter for the preceding calendar year, and has reviewed the terms and provisions of the Sales Tax Exemption Letter and of this Section 8.12, and has further audited the Quarterly Sales Tax Reports for the preceding calendar year, and that such Quarterly Sales Tax Reports were properly prepared and accurately reflect the matters certified therein.

(H) Each Company covenants and agrees that it shall include or cause to be included the following language in and as a part of each contract, invoice, bill or purchase order entered into by the Company, as agent of the Agency, in connection with the Initial Work as set forth in Section 4.1 of this Lease:

“This [contract] is being entered into by [_____] (the “Agent”), as agent for and on behalf of the Nassau County Industrial Development Agency (the “Agency”) in connection with a certain project of the Agency for the Agent consisting in part of the acquisition and renovation of the base building systems and infrastructure of an industrial building and the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located at [_____], Nassau County, New York (the “Premises”). The machinery, equipment and building materials to be incorporated and installed in the Premises shall be exempt from the sales and use taxes levied by the State of New York if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption letter of the Agency; and the Agent hereby represents that this [contract] is in compliance with the terms of the sales tax exemption letter. This [contract] is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this [contract], the [vendor/contractor] hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

If the Company fails to include, incorporate by reference or otherwise cause the contract, invoice, bill or purchase order to be subject to the above provision, then such contract, invoice, bill or purchase order shall not be an undertaking on behalf of the Agency and shall not be entitled to any of the benefits that may be conferred by the Agency, the Company shall not claim any sales or use tax benefits or exemptions with respect thereto, and the Company shall return or cause to be returned to the Agency any such benefits or exemptions so taken, together with interest thereon at the Default Interest Rate, from the date of such taking.

(1) (1) Without limitation of any of the Agency's other rights under this Lease, in the event that any Company (or its approved agents) shall utilize the sales or use tax exemption provided pursuant to the Sales Tax Exemption Letter (i) in a manner that is not authorized or for which the Companies (or their approved agents) are not entitled to claim an exemption, (ii) to claim exemptions in excess of the Maximum Sales Tax Benefit, (iii) to purchase or lease goods or services that are not authorized under this Lease, or (iv) in a manner that violates the provisions of this Section 8.12 or any other provision of this Lease, then the Companies shall promptly deliver notice of same to the Agency, and the Companies shall promptly pay or cause to be paid to the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions together with interest at the Default Interest Rate from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was used by the Company (or its approved agents). If the Companies fail to promptly pay such return of sales or use tax exemptions when due, the Agency shall have the right, without limitation of any of its other rights under this Lease, to take any action or commence any proceeding at law or in equity which may appear necessary or desirable to the Agency to recover any such amounts and the Agency shall have the right to join the Commissioner as a party in any such action or proceeding. The Companies shall cooperate with the Agency in all such actions and proceedings to recover such amounts. The Companies acknowledge and agree that their failure to pay over any such amounts to the Agency shall also be grounds for the Commissioner to assess and determine State Sales and Use Taxes due from the Companies under Article 28 or Article 28-A of the New York State Tax Law, together with any applicable penalties and interest due on such amounts.

(2) The Companies acknowledge and agree that, in the event the Agency recovers, receives or otherwise obtains any amount of State Sales and Use Tax from the Companies (or their approved agents) pursuant to the foregoing subsection, the Agency shall have the right to remit same to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amounts, and the Companies agree to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, against any liability incurred as a result of remitting such amounts to the Commissioner.

(3) Pursuant to Section 875 of the Act, the Agency shall prepare and file an annual compliance report (each, a "Compliance Report") detailing provisions of this Lease and, if applicable, its activities and efforts to recover, receive or otherwise obtain State Sales and Use Taxes pursuant to the terms of this Lease, together with such other information as the Commissioner and/or the Commissioner of Economic Development may require, which Compliance Report will be filed with the Commissioner, the Director of the Division of the Budget, the Commissioner of Economic Development, the State Comptroller and the Nassau County Legislature. The Companies acknowledge the provisions of Section 875 of the Act, agree to timely provide any information required by the Agency in connection with such Compliance Report and agree to cooperate with the Agency in connection with the preparation and filing of such Compliance Report.

SECTION 8.13 IDENTIFICATION OF THE EQUIPMENT. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease shall

be properly identified by the Companies by such appropriate records, including computerized records, as may be approved by the Agency.

SECTION 8.14 FINANCIAL STATEMENTS. Within one hundred twenty (120) days after the end of each fiscal year, each Company shall deliver to the Agency the financial statements of the Company prepared and compiled by an independent certified public accountant, certified by the chief financial officer of the Company, including a balance sheet as of the last day of such period and an operating statement through the last day of such period. Each Company represents to the Agency that the Company's fiscal year ends on December 31st.

ARTICLE IX ASSIGNMENTS; LEASING; MERGER OF THE AGENCY

SECTION 9.1 ASSIGNMENT OF THIS LEASE. This Lease may not be sold, assigned or otherwise transferred by any Company, in whole or in part, without the prior written consent of the Agency, which consent may be granted or withheld in the Agency's sole and absolute discretion (provided, however, that from and after the occurrence of the Completion Date, the Agency's consent shall not be unreasonably withheld, delayed or conditioned), and shall in all events be subject to and conditioned upon the payment of any required fees of the Agency and the satisfaction of all requirements of the Act; provided, however, that the Bank has certain rights with respect to this Lease as more particularly set forth in Section 12.19 hereof and the Agency acknowledges that such rights do not violate this Section 9.1. Any such sale, assignment or transfer made by any Company without the prior written consent of the Agency as aforesaid shall be null and void. Any such sale, assignment or transfer consented to by the Agency shall be made pursuant to documentation satisfactory to the Agency. The Companies shall pay all reasonable and customary fees and expenses incurred by the Agency in connection with such sale, assignment or transfer.

SECTION 9.2 MERGER OF THE AGENCY.

(A) Nothing contained in this Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or any political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder and under the other Transaction Documents; provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Lease shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall endeavor to give notice thereof in reasonable detail to the Companies. The Agency shall promptly furnish to the Companies such additional information with respect to any such consolidation, merger or assignment as the Companies may reasonably request.

SECTION 9.3 SALE OR LEASE OF THE PROJECT FACILITY.

(A) No Company shall lease, sublease, sub-sublease, license (except for the Pre-Closing Leases), or otherwise permit others to use or occupy the Project Facility or any part thereof without the prior written consent of the Agency, which consent may be granted or withheld in the Agency's sole and absolute discretion (provided, however, that from and after the occurrence of the Completion Date, the Agency's consent shall not be unreasonably withheld, delayed or conditioned), except for Sublease Agreements permitted without the Agency's approval as set forth in and subject to the provisions of Subsection (B); provided, however, that in each case (1) the Companies shall remain liable to the Agency for the payment of all rent and for the full performance of all of the terms, covenants and conditions of this Lease, and (2) the Sublease Agreements will not diminish or impair the obligation of the Companies to carry the insurance required under Article VI hereof, and that such insurance coverage shall in no manner be limited by any such Proposed Sublease.

(B) The Companies shall have the right to lease, sublease, sub-sublease, license or otherwise permit Persons to utilize space in the Project Facility (each such Person, a "Sublessee" and, collectively, the "Sublessees") from time to time and to enter into Sublease Agreements in connection therewith; provided however, that in each case (1) the Sublessee is not a Prohibited Person, no guarantor (if any) under the Sublease Agreement is a Prohibited Person and no Affiliate of the Sublessee or any such guarantor (if any) is a Prohibited Person and, if the Sublessee is not a publicly traded company, no partner, member or shareholder, as the case may be, of the Sublessee, is a Prohibited Person, (2) the Sublessee shall utilize the portion of the Project Facility demised under the Sublease Agreement (the "Subleased Premises") only for a use or uses permitted pursuant to Section 3.2 of this Lease and as a qualified "project" as defined in the Act, (3) such Sublease Agreement shall not involve the granting of any additional Financial Assistance, (4) each Sublease Agreement (entered into on or after the Closing Date) contains (i) a representation from the Sublessee stating either of the following: (A) that such Sublessee's occupancy of the Subleased Premises will not result in the removal of a plant or facility of such Sublessee located outside of the County, but within the State, to the Project Facility or in the abandonment of one or more of such plants or facilities of such Sublessee located outside of the County but within the State, or (B) that such Sublessee's location at the Project Facility is reasonably necessary to discourage such Sublessee from removing its business to a location outside of the State or is reasonably necessary to preserve such Sublessee's competitive position in its industry, (ii) a representation from the Sublessee stating either of the following: (A) that such Sublessee's occupancy of the Subleased Premises will not result in a relocation of the Sublessee within the County that would result in the creation of vacant space within the County, or (B) that such Sublessee's occupancy of the Subleased Premises is reasonably necessary to discourage the Sublessee from removing its plant or facility to a location outside the County; (iii) a representation from the Companies and the Sublessee that neither the Sublessee nor any Affiliate of the Sublessee has employed or retained any appointed or elected governmental official to solicit or secure the Sublease Agreement upon an agreement of understanding for a commission or percentage, brokerage or contingent fee, (iv) a representation from the Companies and the Sublessee that no funds of the Agency shall, as a result of the Sublessee's occupancy of the Subleased Premises, be given to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State, (v) provisions requiring the Sublessee to provide to the Companies such information as the Companies may need to enable the Companies to annually submit to the Agency the subtenant survey in the form of Exhibit I hereto, and (vi) provisions requiring the Sublessee to annually

submit to the Companies an annual employment report in the forms set forth in Exhibit G hereto. On or before February 1 of each calendar year during the term of this Lease, the Companies shall deliver to the Agency a copy of each Sublease Agreement entered into during the immediately preceding calendar year, together with payment of the Agency's subleasing compliance fee in the amount of \$10,000.

(C) The Companies shall file with the Agency by February 1 of each year, commencing February 1, 2014, a certificate of an Authorized Representative with respect to all tenancies in effect at the Project Facility as of December 31st of the immediately preceding calendar year, in the form attached hereto as Exhibit I.

(D) The Companies may modify, amend or supplement any Sublease Agreement without the consent of the Agency, provided that such modification, amendment or supplement would not result in any change, modification or deletion of the provisions required by Section 9.3(B) above.

(E) Subject to Subsection (F) of this Lease, no Company shall sell, transfer, convey or otherwise dispose of its interest in the Project Facility or any portion thereof without the prior written consent of the Agency, which consent may be granted or withheld in the Agency's sole and absolute discretion. The standards set forth above shall also apply to any subsequent sale, transfer, conveyance or other disposal of the Project Facility or any portion thereof.

(F) Notwithstanding anything to the contrary contained in this Section 9.3, in any instance where any Company determines that any item constituting a portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency but, upon reasonable prior notice to the Agency, provided that such removal will not materially impair the value of the Project Facility as collateral and provided the same is forthwith replaced with items of similar quality and value as the items replaced as of the date of original installation of the replaced items. At the request of a Company, the Agency shall execute and deliver to the Company all instruments reasonably necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Property free of the Agency's rights therein. The Company shall pay all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred in transferring title to and releasing from the rights of the Agency in any item of Property removed pursuant to this Section 9.3.

(G) The Companies shall use their commercially reasonable efforts to market and lease space within the Project Facility.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1 EVENTS OF DEFAULT DEFINED.

(A) The following shall be “Events of Default” under this Lease, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(1) A default by the Companies in the due and punctual payment of any amount due under this Lease or under any other Transaction Document, and the continuance thereof for a period of fifteen (15) days after written notice thereof is given by the Agency to the Companies.

(2) A default in the performance or observance of any covenant, condition or agreement on the part of the Companies in this Lease (other than as set forth in subsection (1) above or in any other subsection of this Section 10.1(A)) and the continuance thereof for a period of twenty (20) days after written notice thereof is given by the Agency to the Companies, or, if such covenant, condition or agreement is capable of cure but cannot be cured within such twenty (20) day period, the failure of the Companies to commence to cure within such twenty (20) day period and to prosecute the cure to completion with due diligence.

(3) The occurrence of an “Event of Default” under any other Transaction Document.

(4) Any Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(5) Any Company shall conceal, remove or permit to be concealed or removed any part of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within ten (10) days from the date thereof.

(6) (a) The filing by any Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy or insolvency statute; (b) the failure by any Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Company’s ability to carry out its obligations hereunder; (c) the commencement of a case under Title 11 of the United States Code against any Company as the debtor or commencement under any other federal or state bankruptcy or insolvency statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days; (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of any Company; or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver, liquidator or trustee of the whole or a substantial portion of the Property of any Company, unless such

order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(7) If any interest in any Company shall be sold, assigned, transferred, conveyed, mortgaged, pledged, hypothecated or alienated, or if any shareholder or member of any Company enters into an agreement or contract to do so, without the prior written consent of the Agency, except as set forth in Section 2.2(S) of this Lease.

(8) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance which is not discharged, nullified or otherwise removed as a Lien on the Project Facility within thirty (30) days of notice of such imposition.

(9) The removal of the Project Facility, or any portion thereof, outside the County, without the prior written consent of the Agency, other than in connection with a removal permitted under Section 9.3(G) of this Lease.

(10) If any certificate, statement, representation, warranty or financial statement made to the Agency by or on behalf of any Company or any Guarantor shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made, or to have omitted any material liability or claim against any Company or any Guarantor, as the case may be.

(11) If the environmental or ecological condition of the Project Facility is in violation of any Environmental Law or any permit, license or approval related thereto or if the Project Facility, or any portion thereof, contains any Hazardous Materials (except Hazardous Materials which do not violate Environmental Laws), and the Company is unable to comply with such Environmental Laws within ninety (90) days of the notification or discovery of such violation or complete all appropriate and lawful remedial containment and clean-up action within ninety (90) days of the notification or discovery of the existence of such Hazardous Materials.

(12) Any loss or impairment of the Agency's interest in and to the Project Facility, or any portion thereof.

(13) Any Company, any Guarantor or any Affiliate thereof or any director, member, manager or shareholder of any Company or any Guarantor, as applicable, becomes a Prohibited Person.

(14) Any assignment of this Lease, in whole or in part, or any sub-subletting of the Project Facility, or any portion thereof, in violation of the terms of this Lease.

(15) If Long Island Industrial Management LLC ceases to have day-to-day control of the management and operations of any Company for any reason unless such change in management or operations is a result of the foreclosure of the Bank Mortgage (or acceptance of a deed in lieu or assignment of the Company's interest in the Project Facility).

(16) An Event of Default shall occur under the Company Lease or under any other Permitted Encumbrance (other than the Bank Mortgage).

(17) If any of the events enumerated in clauses (4) through (6) of this Section 10.1 shall happen to any Guarantor.

(18) If the Companies shall fail to maintain or cause to be maintained the Minimum Employment Requirement when required during the term of this Lease.

(19) Any Company or any Guarantor defaults under or attempts to withdraw, renege, cancel or disclaim liability under any guaranty or indemnity made by such party in favor of the Agency.

(20) If any Company shall cease all or substantially all of its operations at the Project Facility.

(21) Failure by the Companies at any time to keep in full force and effect any insurance policy or coverage required by Section 6.3 of this Lease.

(22) The Companies shall fail (i) to commence the Initial Work as contemplated by Section 4.1 of this Lease within ninety (90) days after the Closing Date, or (ii) to continue with due diligence to perform or cause to be performed the Initial Work as contemplated by Section 4.1 of this Lease, or (iii) to substantially complete such Initial Work on or before the Scheduled Completion Date.

(B) Notwithstanding the provisions of Section 10.1(A) hereof if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out their respective obligations under this Lease and if such party shall give notice and full particulars of such force majeure event or cause in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability to perform. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Companies to make the payments required under this Lease, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 2.2(G), 3.1, 3.3, 4.1(F), 6.1, 8.2 and 12.9(C) hereof and to comply with the provisions of Sections 2.2(G), 6.6, 8.2, 8.4, 8.5 and 8.7(C) hereof. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Companies, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, breakage or accident to transmission pipes or canals, and failure of utilities.

SECTION 10.2 REMEDIES ON DEFAULT.

(A) Whenever any Event of Default shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Companies, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 hereof, and (b) all other payments due under this Lease or any of the other Transaction Documents, including, without limitation, any resulting Recapture of Benefits under Section 11.4 of this Lease; or

(2) intentionally omitted;

(3) terminate this Lease and the Company Lease and convey to the respective Companies all the Agency's right, title and interest in and to the portions of the Project Facility owned by each such Company. The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the execution and delivery by the Agency of the Termination of Lease and the Termination of Company Lease and the execution and delivery of the Bill of Sale to Companies, as applicable. The Companies hereby agree to pay all expenses and taxes, if any, applicable to or arising from any such termination and conveyance. The Companies hereby waives delivery and acceptance of such terminations and bill of sale as a condition to their validity; or

(4) bring an action for damages, injunction or specific performance; or

(5) suspend the right of the Companies to act as agents for the Agency in connection with the Project, including, without limitation, as its agent for the purpose of the sales and use tax exemption afforded to the Companies pursuant to this Lease; or

(6) require the Companies to make payments in lieu of real property taxes under the PILOT Agreement in amounts equal to the amounts the Companies would otherwise be required to pay if they were the owner of the Project Facility (and the Agency did not hold an interest therein); or

(7) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Companies under this Lease.

(B) No action taken pursuant to this Section 10.2 (including repossession of the Project Facility) shall relieve the Companies from their obligations to make all payments required by this Lease and the other Transaction Documents.

SECTION 10.3 REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy

reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.
In the event any Company should default under any of the provisions of this Lease or any other Transaction Document and the Agency should retain attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of any Company herein contained, the Companies shall, on demand therefor, pay to the Agency such fees and expenses (including, without limitation, attorneys' fees and expenses) so incurred, whether an action is commenced or not.

SECTION 10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI OPTIONS TO TERMINATE

SECTION 11.1 EARLY TERMINATION OF THE LEASE. The Companies shall have the option to terminate this Lease prior to the termination date specified in Section 5.2 hereof by filing with the Agency a certificate signed by an Authorized Representative of the Companies stating the Companies' intention to do so pursuant to this Section 11.1 and setting forth the effective date of such termination, which effective date shall not be less than thirty (30) days after the delivery of the certificate to the Agency. The exercise of the option to terminate pursuant to this Section 11.1 shall constitute a "Recapture Event" (as such term is defined in Section 11.4 hereof). No Company shall, at any time, assign or transfer the Companies' option to terminate this Lease and purchase the Agency's interest in the Project Facility as contained in this Section 11.1 separate and apart from a permitted assignment of this Lease pursuant to Section 9.1 of this Lease; provided, however, that the Agency and the Companies acknowledge the provisions of the Bank Mortgage.

SECTION 11.2 OBLIGATION TO TERMINATE THE LEASE.

(A) Contemporaneously with the termination of this Lease in accordance with Section 5.2 or Section 11.1 hereof, the Companies shall pay all sums required to be paid to the Agency or any other Person pursuant to this Lease and the other Transaction Documents (including any applicable Recapture of Benefits).

(B) The termination of this Lease and the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the execution and delivery of (1) the Termination of Company Lease (an unexecuted copy of which is attached hereto as Exhibit C), (2) the Bill of Sale to Companies (an unexecuted copy of which is attached hereto as Exhibit D) and (3) the Termination of Lease (an unexecuted copy of which is attached hereto as Exhibit F). The Companies hereby agree to pay all expenses and taxes, if any, applicable to or arising from such termination, including, without limitation, all of the Agency's reasonable costs and expenses in connection therewith (including reasonable attorneys' fees and expenses). Upon

any such termination of this Lease, the Company Lease shall simultaneously and automatically terminate.

(C) The Companies agree to prepare the Termination of Company Lease, the Bill of Sale to Companies and the Termination of Lease, and all schedules thereto, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least fifteen (15) days prior to the date that this Lease is to be terminated and the Agency's interest in the Project Facility is to be conveyed to the Companies. The Companies hereby irrevocably appoint and designate the Agency as their attorney-in-fact for the purpose of executing, delivering and/or recording such documents and to take such other and further action as shall be necessary to terminate the Agency's interest in the Project Facility.

(D) This Lease shall survive the transfer of the Project Facility to the Companies pursuant to this Section 11.2 and shall remain in full force and effect until ninety-one (91) days after all of the Indebtedness shall have been paid in full, and thereafter the obligations of the Companies shall survive as set forth in Section 12.7 hereof.

(E) Upon the payment in full of all Indebtedness, and notwithstanding the survival of certain obligations of the Companies as described in Section 12.7 hereof, the Agency shall upon the request of the Companies execute and deliver to the Companies such documents as the Companies may reasonably request, in recordable form if so requested, to evidence the termination and release of the Agency's rights hereunder.

SECTION 11.3 RESERVED.

SECTION 11.4 RECAPTURE OF AGENCY BENEFITS.

(A) It is understood and agreed by the parties to this Lease that the Agency is entering into this Lease in order to provide the Financial Assistance to the Companies for the Project and to accomplish the purposes of the Act. In consideration therefor, the Companies hereby agree that if there shall occur a Recapture Event (as hereinafter defined), then the Companies shall pay to the Agency as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Benefits (as defined below);

(B) The term "Benefits" shall mean the Agency's calculation of, collectively:

(1) all real estate tax benefits which have accrued to the benefit of the Companies during the fiscal tax year(s) of the Affected Tax Jurisdiction in which the Recapture Event occurs, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under the PILOT Agreement for such fiscal tax year(s) from those payments which the Companies would have been required to pay during such fiscal tax year(s) had the Companies been the owner of the Project Facility during such period and the Agency not been involved in the Project, based on the applicable tax assessor's records, and treating any negative result as \$0; and

(2) any exemption from real property transfer taxes, any exemption from mortgage recording taxes and any exemption from applicable sales and use taxes derived from the Agency's participation in the transactions contemplated by this Lease.

(C) For the purposes of this Section 11.4 the term “Recapture Event” shall mean the occurrence of any of the following events:

(1) A Company shall have sold, leased, assigned, transferred or otherwise disposed of all or any part of its interest in the Project Facility in violation of this Lease; or

(2) A Company shall have subleased, sub-subleased, licensed or otherwise granted an occupancy agreement with respect to any portion of the Project Facility in violation of this Lease; or

(3) The Companies shall fail to maintain or cause to be maintained, as the case may be, the Minimum Employment Requirement when required during the term of this Lease; or

(4) Failure by the Companies at any time to keep in full force and effect any insurance policy or coverage required by Section 6.3 of this Lease; or

(5) The Application, or documentation in support of the Application, contained a false or intentionally misleading statement as to any fact material to the Application or omitted any information which, if included, would have rendered any information in the Application or supporting documentation false or misleading in any material respect, and such false or misleading statement or omission was made knowingly and intentionally for the purpose of obtaining the Financial Assistance; or

(6) The Companies shall fail (i) to commence the Initial Work as contemplated by Section 4.1 of this Lease within ninety (90) days after the Closing Date, or (ii) to continue with due diligence to perform the Initial Work as contemplated by Section 4.1 of this Lease, or (iii) to complete the Initial Work on or before the Scheduled Completion Date; or

(7) Failure by the Companies to file a Compliance Certificate with the Agency within ten (10) days after notice by the Agency of the failure by the Companies to file such certificate when due pursuant to subsection (F) below; or

(8) A Compliance Certificate, or any documentation in support of a Compliance Certificate, contains a false or intentionally misleading statement or omits any information which, if included, would have rendered any information in such Compliance Certificate or supporting documentation false or misleading in any material respect.

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 Condemnation by governmental authority of all or substantially all of the Project Facility or any interest therein, or (ii) the inability at law of the Companies to rebuild, repair, restore or replace the Project Facility after the occurrence of a casualty to substantially its condition prior to such casualty, which inability shall have arisen in good faith through no fault on the part of the Companies.

(D) The Companies covenant and agree to furnish the Agency with written notification upon the occurrence of any Recapture Event, which notification shall set forth the terms of such Recapture Event.

(E) In the event any payment owing by the Companies under this Section 11.4 shall not be paid on demand by the Companies, such payment shall bear interest from the date of such demand at the Default Interest Rate until the Companies shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(F) The Companies agrees to file with the Agency, on an annual basis not later than February 11 of each year during the term of this Lease, a certificate of the Companies certified by an Authorized Representative of the Companies, certifying that no Recapture Event occurred during the immediately preceding calendar year (each such certificate, a "Compliance Certificate").

ARTICLE XII MISCELLANEOUS

SECTION 12.1 NOTICES.

(A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (1) three (3) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANIES:

c/o Long Island Industrial Management LLC
575 Underhill Boulevard, Suite 200
Syosset, NY 11791
Attn: Bruce Federman

WITH A COPY TO:

Jaspan Schlesinger LLP
300 Garden City Plaza
Garden City, NY 11530
Attn: Lisa A. Cairo, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235

Mineola, NY 11501
Attn: Executive Director

WITH A COPY TO:

Phillips Lytle LLP
1305 Franklin Avenue, Suite 200
Garden City, NY 11530
Attn: Paul V. O'Brien, Esq.

IF TO THE BANK:

U.S. Bank National Association, as Trustee for the Registered Holders of
Greenwich Capital Commercial Funding Corp., Commercial Mortgage
Trust 2007-GG9, Commercial Mortgage Pass-Through Certificates,
Series 2007-GG9
c/o Wells Fargo Bank, N.A.
Wells Fargo Commercial Mortgage Servicing
MAC D 1086-120
550 S. Tryon Street, 14th floor
Charlotte, NC 28202
Re: GCCFC 2007-GG9; Loan No. M165000003

WITH COPIES TO:

LNR Partners, LLC
1601 Washington Avenue, Suite 700
Miami Beach, FL 33139
Attn: Director of Servicing
Re: GCCFC 2007-GG9; Loan No. M165000003

and

Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, FL 33131
Attn: Audrey A. Ellis, Esq.

(C) The Agency and the Companies may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 12.2 BINDING EFFECT. This Lease shall inure to the benefit of the Agency and the Companies and shall be binding upon the Agency, the Companies and, as permitted by this Lease, their respective successors and assigns, but no assignment shall be effective to relieve any Company of any of its obligations hereunder unless expressly authorized and approved in writing by the Agency.

SECTION 12.3 SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Companies to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be held void, voidable, invalid or unenforceable by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Lease.

SECTION 12.4 AMENDMENT. This Lease may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5 EXECUTION OF COUNTERPARTS. This Lease 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 12.6 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the applicable laws of the State, as in effect from time to time, without regard to its principles of conflicts of law.

SECTION 12.7 SURVIVAL OF OBLIGATIONS.

(A) The obligations of the Companies to make the payments required by Sections 2.2(G), 3.1., 3.3, 4.1 (other than the payments set forth in Subsection (A) thereof), 5.3, 5.4, 6.4(B), 6.6, 8.2, 8.9, 9.1, 9.3, 10.2, 10.4, 11.2 and 11.4 hereof and to provide the indemnity required by Sections 2.2(G), 3.1, 3.3, 4.1(F), 6.1, 8.2 and 12.9(C) hereof and their obligations and those of the Guarantor under the Environmental Indemnification shall survive the termination of this Lease, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(B) The obligations of the Companies to the Agency with respect to the Unassigned Rights shall survive the termination or expiration of this Lease until the expiration of the period stated in the applicable statute of limitation during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Companies), attorneys, servants or employees, past, present or future, related thereto.

SECTION 12.8 TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Lease have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease.

SECTION 12.9 NO RECOURSE; SPECIAL OBLIGATION.

(A) The obligations and agreements of the Agency contained herein and in the other Transaction Documents and any other instrument or document executed in connection

therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Companies), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Companies), servants and employees, past, present and future, of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State or the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Agency's interest in the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) business days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) business days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten (10) business day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Companies), servants or employees, past, present or future, shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend (with counsel selected by the Agency and reasonably acceptable to the Companies) and hold harmless the Agency and its members, officers, agents (other than the Companies), attorneys, servants and employees, past, present and future, against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Companies), servants and employees, past, present and future, against all liability expected to be incurred as a result of compliance with such request.

SECTION 12.10 NET LEASE. The obligation of the Companies to make the payments specified in this Lease shall be absolutely net to the Agency without any abatement, recoupment, diminution, reduction, deduction, counterclaim, set-off or offset whatsoever, so that this Lease shall yield, net, to the Agency, the payments set forth herein.

SECTION 12.11 WAIVER OF JURY TRIAL. THE COMPANIES AND THE AGENCY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, ANY OTHER TRANSACTION DOCUMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS LEASE.

SECTION 12.12 PRIOR AGREEMENTS. This Lease shall completely and fully supersede all other prior understandings or agreements, written or oral, between the Companies and the Agency relating to the Project.

SECTION 12.13 SERVICE OF PROCESS.

(A) Each Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Lease shall be in effect. If for any reason any Company should cease to be so subject to service of process in the State of New York, such Company hereby designates and appoints, without power of revocation, Lisa A. Cairo, Esq., Jaspan Schlesinger LLP, 300 Garden City Plaza, Garden City, NY 11530, and successor(s) as its agent for service of process, and if such agent shall cease to act or otherwise cease to be subject to service of process in the State of New York, the Secretary of State of the State of New York, as the agents of such Company upon whom may be served all process, pleadings, notices or other papers which may be served upon such Company as a result of any of its obligations under this Lease; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to such Company's obligations hereunder.

(B) Each Company irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of this Lease or the other Transaction Documents may be brought in the courts of record of the State of New York in Nassau County or the courts of the United States, Eastern District of New York; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as this Lease is in effect, the Company's agents designated above shall accept and acknowledge in the Company's behalf service of any and all process in any such suit, action or proceeding brought in any such court. Each Company agrees and consents that any such service of process upon such agents and written notice of such service to the Company in the manner set forth in Section 12.1 hereof shall be taken and held to be valid personal service upon the Company whether or not the Company shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Company according to the laws governing the validity and requirements of such service in the State of New York, and waives all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Company or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Company.

SECTION 12.14 THIRD PARTY BENEFICIARIES. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto.

SECTION 12.15 NON-DISCRIMINATION.

(A) At all times during the term of this Lease, the Companies shall not discriminate against any employee or applicant for employment because of race, color, creed, age, gender, sexual orientation or national origin. The Companies shall use reasonable efforts to ensure that employees and applicants for employment with the Companies or any tenant, subtenant or occupant of the Project Facility, or any part thereof, or any contractor or subcontractor with respect to the Project Facility, are treated without regard to their race, color, creed, age, gender, sexual orientation or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(B) The Companies shall, in all solicitations or advertisements for employees placed by or on behalf of the Companies, state that all qualified applicants will be considered for employment without regard to race, color, creed, national origin, age, gender or sexual orientation.

(C) The Companies shall furnish to the Agency all information required by the Agency pursuant to this Section 12.15 and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section 12.15.

SECTION 12.16 DATE OF LEASE. The date of this Lease shall be for reference purposes only and shall not be construed to imply that this Lease was executed on the date first above written. This Lease was executed and delivered on June 27, 2013.

SECTION 12.17 RECORDING AND FILING. This Lease or a memorandum hereof shall be recorded by the Companies in the appropriate office of the Clerk of the County, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

SECTION 12.18 SUBORDINATION. This Lease, the Company Lease, the Bill of Sale to Agency and all of the other Transaction Documents shall be subject and subordinate to the lien and the terms and conditions of the Bank Mortgage, including all amounts advanced thereunder and all renewals, modifications and replacements thereof.

SECTION 12.19 SPECIAL BANK PROVISIONS. Notwithstanding any provision of this Lease or any other Transaction Document to the contrary:

(A) The Agency shall simultaneously give to the Bank a copy of each notice of default given to the Companies under this Lease or any of the other Transaction Documents concurrently with the giving of any such notice by the Agency to the Companies. The Bank shall, as herein provided, have the right (but not the obligation, whether to the Agency or to any of the Companies or Guarantors) to remedy such default within the applicable notice, cure or

grace period, if any, provided under this Lease or the applicable Transaction Document with respect to such default, and for an additional period thereafter equal to the applicable notice, cure or grace period, if any, provided to the Companies under this Lease or the applicable Transaction Document (e.g., if the Companies have five (5) days to cure a default, then the Bank shall have ten (10) days to cure such default). The Agency shall accept performance by the Bank of any covenant, condition or agreement on the Companies' part to be performed hereunder or under any of the other Transaction Documents with the same force and effect as though performed by the Companies. For purposes of this Section 12.20, all references to "default" shall be deemed to include, without limitation, a Recapture Event.

(B) Notwithstanding the provisions of subsection (A) of this Section, if a non-monetary default occurs under this Lease or any other Transaction Document that is susceptible of cure by the Bank but cannot reasonably be cured by the Bank within any applicable notice, cure or grace period with respect to such non-monetary default because possession is required to cure such non-monetary default, the Bank shall have such period as is reasonably required to cure such non-monetary default provided that, within the applicable notice, cure or grace period applicable to the Bank with respect to the applicable default (as determined pursuant to said subsection (A)) (or, if no notice, cure or grace period shall be provided for such non-monetary default, then within fourteen (14) days), the Bank shall have delivered to the Agency written notice of intention to cure such non-monetary default and thereafter shall have commenced promptly to institute foreclosure proceedings and obtain possession directly or through a receiver, shall actively prosecute such proceedings with diligence and continuity, shall provide the Agency with periodic updates as to the status and progress of same, and, upon obtaining possession, shall commence promptly to cure such non-monetary default and shall prosecute the same to completion with diligence and continuity, provided that during the period in which such action as set forth above is being taken (and any foreclosure proceedings are pending), all of the other obligations of the Companies under this Lease and the other Transaction Documents, to the extent they are susceptible of being performed by the Bank, are being performed and during such period the Agency shall not terminate this Lease or any of the other Transaction Documents. The Bank shall have the right, at any time, to deliver to the Agency notification that the Bank will not effect cure of such non-monetary default, whereupon the Bank shall be relieved of further obligations under this Section and the Agency may proceed with the exercise of its rights and remedies. A "non-monetary default" as such term is used in this Section shall be deemed to mean a default that is not susceptible of cure by the payment of money. By way of illustration and not of limitation, a default by the Companies with respect to (a) their obligation to obtain and maintain insurance pursuant to Section 6.3 of this Lease, or (b) their obligation to indemnify pursuant to Sections 2.2(G), 3.1, 3.3, 4.1(F), 6.1, 8.2 and 12.9(C) of this Lease, shall not constitute a "non-monetary default" hereunder because such default is susceptible of cure by the payment of money.

(C) The Agency shall give prompt notice to the Bank of the termination of this Lease by reason of any Event of Default hereunder. In the event of any such termination or in the event the Bank shall foreclose the Companies' interest in the Project Facility pursuant to the Bank Mortgage (or shall accept a deed in lieu or assignment thereof), the Agency shall, promptly upon written request of the Bank given within thirty (30) days after the earlier of (x) the giving of notice of termination of this Lease by the Agency or (y) the date of the foreclosure sale or acceptance of the deed in lieu of foreclosure or assignment, as applicable (the "Acquisition

Date”), promptly execute and deliver to the Bank (provided that the Bank is not a Prohibited Person) or a Permitted Transferee a new lease of the Project Facility or an amendment to this Lease (together with related documents with respect to the PILOT Agreement) pursuant to which the Bank or such Permitted Transferee assumes the obligations of the Companies under this Lease, the PILOT Agreement and the documents related to the PILOT Agreement arising from and after the Acquisition Date for the remainder of the term of this Lease upon all the covenants, conditions, limitations and agreements herein contained, provided that the Bank (i) shall pay to the Agency, simultaneously with the delivery of such new lease or amendment to this Lease, all unpaid rents under or pursuant to this Lease and all payments due under the PILOT Agreement up to and including the Acquisition Date and all out-of-pocket, third-party expenses, including, without limitation, reasonable attorneys’ fees and disbursements and court costs, incurred by the Agency in connection with such Event of Default, the termination of this Lease and the preparation of the new lease or amendment to this Lease, but excluding (a) any Recapture of Benefits (including related interest) with respect to a Recapture Event that occurred prior to the effective date of such new lease or amendment to this Lease, (b) any indemnification obligations (including related interest) of the Company with respect to an event or occurrence that occurred prior to the effective date of such new lease or amendment to this Lease, and (c) any obligation with respect to claims under or with respect to the Agency’s Unassigned Rights with respect to periods prior to the effective date of such new lease or amendment to this Lease. Any such granting of a new lease or amendment to this Lease, if given, shall be subject to the Agency’s then current rules, policies and procedures, but only to the extent the Companies would be subject to such then current rules, policies and procedures if this Lease were not terminated or amended.

(D) For purposes of this Section 12.19, the term “Permitted Transferee” shall mean (i) the Bank, provided that the Bank is not a Prohibited Person, (ii) one (1) or more single-purpose entities each of which is a direct or indirect wholly-owned subsidiary of the Bank (an “Affiliated Transferee”), (a) the obligations of which to the Agency are assumed by an Affiliated Transferee that has a tangible net worth of not less than \$25,000,000 (as demonstrated to the reasonable satisfaction of the Agency), or (b) the obligations of which to the Agency are unconditionally guaranteed by the Bank or another Person satisfactory to the Agency in its reasonable discretion (provided that neither such subsidiary nor such guarantor is a Prohibited Person) pursuant to a guaranty on substantially on the same terms as the Guaranty, or (c) the Bank or the Affiliated Transferee provides other security satisfactory to the Agency in its reasonable discretion, or (iii) a Person that (a) has a business and financial reputation satisfactory to the Agency in its reasonable discretion, which may include a background check commissioned by the Agency (and with respect to which such Person shall reasonably cooperate), (b) has relevant and comparable qualifications to those of the Companies (and their principals) as determined by the Agency in its reasonable discretion, (c) has demonstrated recognized experience in major real estate portfolio management as determined by the Agency in its reasonable discretion, (d) has financial worth satisfactory to the Agency in its reasonable discretion, (e) is not a Company, a principal of any Company, an Affiliate of any Company or a principal of any such Affiliate, and (f) is not a Prohibited Person (such Person, an “Unaffiliated Transferee”). The standards set forth in clause (iii) above shall also apply to a subsequent transfer by either the Bank or an Affiliated Transferee to an Unaffiliated Transferee.

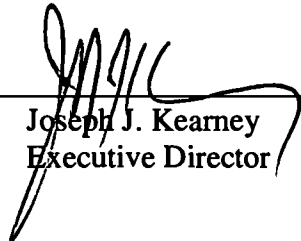
(E) Concurrently with the execution and delivery of a new lease of the Project Facility as set forth in Subsection (C) above, the Agency shall assign to the Bank or Permitted Transferee, as the case may be, all of the Agency's right, title and interest in and to moneys (including insurance and condemnation proceeds), if any, then held by or payable to the Agency, which the Companies (or any of them) would have been entitled to receive from the Agency but for the termination of this Lease, excluding any such moneys attributable to the Agency's Unassigned Rights, and any sums then held or payable to the Agency as aforesaid shall be deemed to be held by or payable to the Agency, as sublessor, under the new lease.

(F) Upon the execution and delivery of a new lease of the Project Facility as set forth in Subsection (C) above, all Sublease Agreements which theretofore have been assigned to the Agency, if any, shall thereupon be assigned and transferred, without representation or recourse (except that the Agency shall represent that it has not further assigned or transferred the same), by the Agency to the Bank or Permitted Transferee named in such new lease. Between the date of termination of this Lease and the later of (i) the last date on which the Bank shall have failed to exercise its right to obtain a new lease pursuant to Subsection (C) above, or (ii) the date of execution and delivery of such new lease, if the Bank shall have requested such new lease as provided in Subsection (C) above, the Agency will not cancel any Sublease Agreement or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of the Bank, except for default as permitted in such Sublease Agreement.

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

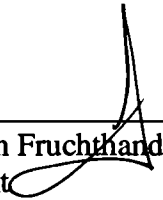
NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:  _____
Joseph J. Kearney
Executive Director

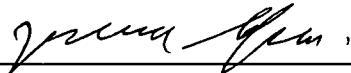
GSM LI LLC

By: _____
Rubin Schron
President

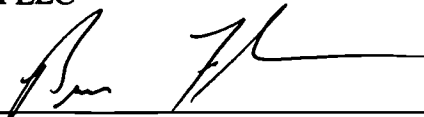
ICA LI LLC

By:  _____
Abraham Fruchthandler
President

SAFLI LLC

By:  _____
Joshua Safrin
President

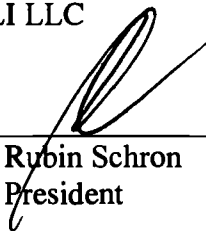
FED LI LLC

By:  _____
Bruce Federman
President

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

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Joseph J. Kearney
Executive Director

GSM LI LLC
By: _____

Rubin Schron
President

ICA LI LLC
By: _____
Abraham Fruchthandler
President

SAF LI LLC
By: _____
Joshua Safrin
President

FED LI LLC
By: _____
Bruce Federman
President

GSM JOHN LLC

By: _____
Rubin Schron
President

ICA JOHN LLC

By: _____
Abraham Fruchthandler
President

SAF JOHN LLC

By: _____
Joshua Safrin
President

FED JOHN LLC

By: _____
Bruce Federman
President

GSM 270-280 LLC

By: _____
Rubin Schron
President

ICA 270-280 LLC

By: _____
Abraham Fruchthandler
President

GSM JOHN LLC

By: _____
Rubin Schron
President

ICA JOHN LLC

By: _____
Abraham Fruchthandler
President

SAF JOHN LLC

By: _____
Joshua Safrin
President

FED JOHN LLC

By: _____
Bruce Federman
President

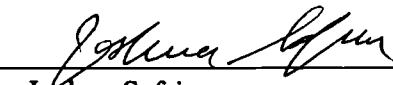
GSM 270-280 LLC

By: _____
Rubin Schron
President



ICA 270-280 LLC

By: _____
Abraham Fruchthandler
President

SAF 270-280 LLC

By: 
Joshua Safrin
President

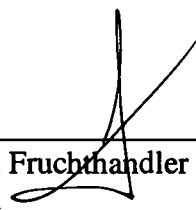
FED 270-280 LLC

By:  
Bruce Federman
President


GSM 290 LLC

By: _____
Rubin Schron
President



ICA 290 LLC

By: 
Abraham Fruchthandler
President

SAF 290 LLC

By: 
Joshua Safrin
President

FED 290 LLC

By:  
Bruce Federman
President

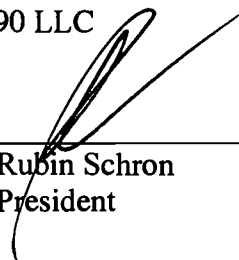
SAF 270-280 LLC

By: _____
Joshua Safrin
President

FED 270-280 LLC

By: _____
Bruce Federman
President

GSM 290 LLC

By: _____

Rubin Schron
President

ICA 290 LLC

By: _____
Abraham Fruchthandler
President

SAF 290 LLC

By: _____
Joshua Safrin
President

FED 290 LLC

By: _____
Bruce Federman
President

GSM 119 LLC

By: _____
Rubin Schron
President

ICA 119 LLC

By: _____
Abraham Fruchthandler
President

SAF 119 LLC

By: _____
Joshua Safrin
President

FED 119 LLC

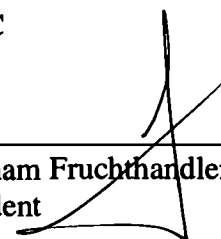
By: _____
Bruce Federman
President

GSM 119 LLC

By: _____
Rubin Schron
President

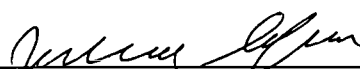
ICA 119 LLC

By: _____
Abraham Fruchthandler
President



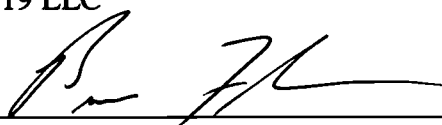
SAF 119 LLC

By: _____
Joshua Safrin
President



FED 119 LLC

By: _____
Bruce Federman
President



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

On the 21st day of June, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Joseph J. Kearney, 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

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

Paul V O'Brien
Notary Public State of New York
No. 02OB6235944
Qualified in Nassau County
Commission Expires February 14, 2015

On the ____ day of June, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Rubin Schron, 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

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

On the ___ day of June, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Joseph J. Kearney, 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

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

On the 26th day of June, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Rubin Schron, 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

SUMITA RAGBIR
Notary Public, State of New York
NO 01RA6161882
Qualified in Queens County
Commission Expires Feb 26, 20 15

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

On the 3rd day of ~~June~~^{July}, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Abraham Fruchthandler, 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.

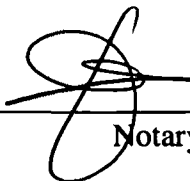


Notary Public

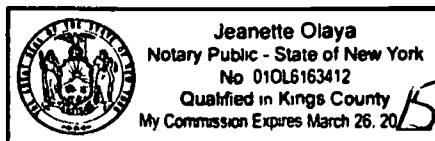
Paul V O'Brien
Notary Public State of New York
No 020B6235944
Qualified in Nassau County
Commission Expires February 14, 2015

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

On the 25 day of June, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Joshua Safrin, 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.

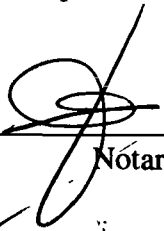


Notary Public



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

On the 25 day of June, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Bruce Federman, 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

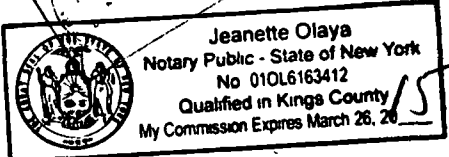


EXHIBIT A - Description of the Land
EXHIBIT B - Description of the Equipment
EXHIBIT C - Form of Termination of Company Lease
EXHIBIT D - Form of Bill of Sale to Companies
EXHIBIT E - Form of Sales Tax Exemption Letter
EXHIBIT F - Form of Termination of Sublease Agreement
EXHIBIT G - Forms of Annual Employment Report
EXHIBIT H - Schedule of Pre-Closing Leases
EXHIBIT I - Form of Subtenant Survey
EXHIBIT J - Reserved
SCHEDULE A – List of Project Facility Properties
SCHEDULE B – List of Bank Loan Documents
SCHEDULE C – Description of Initial Work

EXHIBIT A

DESCRIPTION OF THE LAND

6851 Jericho Turnpike, Muttontown, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Underhill Boulevard, 322.44 feet northerly from the northerly end of a line connecting the existing westerly side of Underhill Boulevard with the proposed new westerly side of Underhill Boulevard, as established by an Appropriation of Property by the People of the State of New York, as Map No. 258, Parcel No. 308, filed in the Nassau County Clerk's Office on October 30, 1992 in Liber 10257 Page 357 (said point of beginning also being 500.43 feet northerly from the corner formed by the intersection of the westerly side of Underhill Boulevard with the northerly side of Jericho Turnpike (N.Y.S. Route 25) prior to the aforementioned Appropriation of Property;

RUNNING THENCE from said point of beginning south 76 degrees 31 minutes 36 seconds west 446.53 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 109.00 feet;

THENCE south 76 degrees 31 minutes 36 seconds west, 36.00 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 142.50 feet;

THENCE south 76 degrees 31 minutes 36 seconds west 244.00 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 427.02 feet;

THENCE north 81 degrees 56 minutes 20 seconds east 439.26 feet;

THENCE north 00 degrees 17 minutes 00 seconds east 100.00 feet;

THENCE north 83 degrees 22 minutes 01 seconds east 548.07 feet to the westerly side of Willis Avenue (not open);

THENCE southerly along the westerly side of Willis Avenue (not opened) the following 2 courses and distances:

- 1. Along the arc of a curve bearing to the left, having a radius of 246.87 feet, a length of 109.80 feet to the point of tangency;**
- 2. South 04 degrees 52 minutes 17 seconds west, 171.51 feet to the westerly side of Underhill Boulevard;**

THENCE southerly along the westerly side of Underhill Boulevard the following 2 courses and distances:

1. Along the arc of a curve bearing to the left, having a radius of 1039.76 feet, a length of 250.38 feet to a point of tangency;
2. South 04 degrees 52 minutes 17 seconds west, 196.97 feet along Underhill Boulevard, to the point or place of **BEGINNING**.

Section 15 Block A Lot 2070

325 Duffy Avenue, Hicksville, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, as shown on the Nassau County Land and Tax Maps and known and designated as Lots 112 and 484, Section 11 Block H as filed in the Office of the County Clerk. County of Nassau and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Duffy Avenue, said point being the easterly end of an arc of a curve connecting the said southerly side of Duffy Avenue and the easterly side of Henrietta Street as said Duffy Avenue and Henrietta Street exist today;

RUNNING THENCE easterly along the southerly side of Duffy Avenue along the arc of a curve bearing to the right whose radius is 700.00 feet a distance of 148.16 feet to a point;

THENCE still along the southerly side of Duffy Avenue, north 76 degrees 49 minutes 40 seconds east 327.28 feet;

RUNNING THENCE south 08 degrees 55 minutes 20 seconds east, 679.30 feet to land now or formerly of Terlikofsky;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west along said land, 151.43 feet;

RUNNING THENCE north 08 degrees 48 minutes 37 seconds west, 59.84 feet;

RUNNING THENCE south 78 degrees 05 minutes 33 seconds west, 190.50 feet;

RUNNING THENCE north 08 degrees 30 minutes 08 seconds west, 105.19 feet;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west, 28.66 feet;

RUNNING THENCE north 12 degrees 45 minutes 20 seconds west, 39.86 feet;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west, 122.00 feet to the easterly side of Henrietta Street;

RUNNING THENCE along the easterly side of Henrietta Street, north 07 degrees 58 minutes 20 seconds west, 435.10 feet to the southerly end of the curve first mentioned;

THENCE northeasterly along the arc of the curve first above mentioned whose radius is 20 feet, a distance of 25.37 feet to the point or place of BEGINNING.

Section 11 Block H Lots 112 & 484

1 Fairchild Court, Plainview, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Fairchild Court, distant 288.25 feet southerly from the southerly terminus of the arc of a curve which connects the southerly side of Fairchild Avenue with the westerly side of Fairchild Court;

RUNNING THENCE along the westerly side of Fairchild Court south 9 degrees 07 minutes 45 seconds east, 42.82 feet;

THENCE north 78 degrees 30 minutes 54 seconds east, 335.02 feet to Bethpage State Parkway;

THENCE along Bethpage State Parkway south 11 degrees 29 minutes 06 seconds east, 615.03 (615.00 feet deed) feet to the northerly side of the Long Island Expressway;

THENCE along the northerly side of the Long Island Expressway, the following 3 courses and distances:

- 1. Westerly along the arc of a curve bearing to the left, having a radius of 2000 feet, a distance of 155.17 feet (155.06 feet deed);**
- 2. North 80 degrees 29 minutes 40 seconds west, 82.99 feet;**
- 3. North 79 degrees 51 minutes 47 seconds west, 308.02 feet;**

THENCE north 9 degrees 07 minutes 05 seconds west, 394.14 feet;

THENCE north 78 degrees 30 minutes 54 seconds east 66.92 feet;

THENCE north 44 degrees 58 minutes 17 seconds east, 107.92 feet to the westerly side of Fairchild Court at the point or place of BEGINNING.

Section 13 Block 117 Lot 1

600 West John Street, Hicksville, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Cantiague Rock Road, as widened, at the extreme northerly end of the arc of a curve connecting the northerly side of West John Street, with the easterly side of Cantiague Rock Road, as widened;

RUNNING THENCE along the easterly side of Cantiague Road, as widened, the following 2 courses and distances:

1. Northerly along the arc of a curve bearing to the right having a radius of 2656.15 feet, a distance of 276.85 feet;
2. North 07 degrees 20 minutes 02 seconds east, 249.15 feet;

THENCE north 89 degrees 02 minutes 52 seconds east, 601.65 feet;

THENCE south 00 degrees 26 minutes 03 seconds west, 600.99 feet to the northerly side of West John Street;

THENCE north 89 degrees 33 minutes 57 seconds west along the northerly side of West John Street, 588.31 feet;

THENCE northwesterly along the arc of a curve bearing to the right, having a radius of 62.00 feet, a distance of 98.39 feet to the point or place of **BEGINNING**.

Section 11 Block 499 Lot 110

260/270/280 Duffy Avenue, Hicksville, New York

As to Lot 148:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, New York, being more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of Tax Lot 191 at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1913.78 feet easterly as measured along the northerly side of Duffy Avenue, from the easterly end of an arc of a curve connecting the easterly side of Charlotte Street with the northerly side of Duffy Avenue, also being, 1997.64 feet easterly from the corner (prior to widening) connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street;

THENCE northerly along Tax Lot 191 north 11 degrees 55 minutes 50 seconds west, 560.56 feet to land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad, north 83 degrees 23 minutes 00 seconds east 754.87 feet (754.68 feet deed) to the westerly line of Tax Lot 62;

THENCE along the westerly line of said Tax Lot 62 south 05 degrees 12 minutes 50 seconds west, 513.48 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue, south 78 degrees 04 minutes 10 seconds west, 600.26 feet to the point or place of BEGINNING.

As to Lot 191:

ALL that certain piece or parcel or tract of land, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, New York, being more particularly bounded and described as follows:

BEGINNING at the southwest corner thereof adjoining Tax Lot 190, at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1715.78 feet easterly as measured along the northerly side of Duffy Avenue, from the easterly end of an arc of a curve connecting the easterly side of Charlotte Street with the northerly side of Duffy Avenue also being 1799.64 feet easterly from the corner (prior to widening) connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street;

THENCE northerly along Tax Lot 190, north 11 degrees 55 minutes 50 seconds west 578.98 feet to land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad north 83 degrees 23 minutes 00 seconds east, 198.85 feet to the westerly line of Tax Lot 148;

THENCE along the westerly line of said Tax Lot 148 south 11 degrees 55 minutes 50 seconds east, 560.56 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue south 78 degrees 04 minutes 10 seconds west, 198.00 feet to the point or place of BEGINNING.

Section 11 Block G Lots 148 & 191

290 Duffy Avenue, Hicksville, New York

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, State of New York, being more particularly bounded and described as follows:

BEGINNING at the southwest corner thereof at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1420.78 feet from the easterly end of an arc of a curve connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street, as said streets presently exist and also being distant 1504.64 feet (deed), as measured along the northerly side of Duffy Avenue from the corner formed by the northerly side of Duffy Avenue with the easterly side of Charlotte Street, as said streets existed prior to the widening of Duffy Avenue;

RUNNING THENCE north 03 degrees 00 minutes 50 seconds east, 612.45 feet to the southerly side of land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad north 83 degrees 23 minutes 00 seconds east 137.65 (136.59 deed) feet;

THENCE south 11 degrees 55 minutes 50 seconds east, 578.98 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue south 78 degrees 04 minutes 10 seconds west, 295.00 feet to the point or place of **BEGINNING**.

Section 11 Block G Lot 190

95 Seaview Boulevard, Port Washington, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Port Washington, in the Town of North Hempstead, County of Nassau and State of New York, known and designated as Lot Numbers 26 and part of lot 27 and 28, in Block No. 89, on a certain map entitled, "Map of Seaview Industrial Park", filed in the Office of the Clerk of the County of Nassau on February 5, 1982, Case No. 8940, which lots when taken together as one parcel are more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Seaview Boulevard, distant 322.25 feet westerly from the westerly end of an arc of a curve connecting the northerly side of Seaview Boulevard and the westerly side of Osprey Court, which point of beginning is also where the division line of lots 25 and 26 in block 89 on said map intersects the northerly side of Seaview Boulevard;

RUNNING THENCE westerly along the northerly side of Seaview Boulevard, the following 2 courses and distances:

1. Westerly along an arc of a curve bearing to the left having a radius of 2830.0 feet, a distance of 98.79 feet to a point;
2. South 78 degrees 46 minutes 00 seconds west, 176.66 feet to line as approved by Nassau County Planning Commission February 23, 1984, Resolution No. 9-1984;

THENCE north 11 degrees 14 minutes 00 seconds west along last mentioned line, 312.77 feet to land of Town of North Hempstead;

THENCE along said last mentioned land, the following 2 courses and distances:

1. North 75 degrees 31 minutes 55 seconds east 59.62 feet to a point;
2. North 80 degrees 18 minutes 32 seconds east 191.63 feet to the division line of Lots 25 and 26 in Block 89 on said map;

THENCE south 15 degrees 41 minutes 06 seconds east, along last mentioned division line, 313.65 feet to the northerly side of Seaview Boulevard at the point or place of BEGINNING.

Section 6 Block 89 Lot 52

79 Express Street, Plainview, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the in Plainview, Town of Oyster Bay, County of Nassau and State of New York, known and designated as part of lot 44, in Block 83, on a certain map entitled, "Map of Plainview Industrial Park, Section 2, and amended to Section 1, situated at Plainview, Nassau County, New York, December 1960" and filed in the Office of the Clerk of the County of Nassau on September 6, 1961 as Map No. 7485, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Express Street, distant 8.53 feet easterly along a line which bears north 59 degrees 41 minutes 46 seconds east from the southeasterly terminus of Basin Street, as said Basin Street is shown on a "Map of Plainview Industrial Park, Section 1, and filed in the Office of the Clerk of the County of Nassau on November 16, 1960 as Map No. 7348, and from said point of beginning;

RUNNING THENCE south 30 degrees 18 minutes 14 seconds east 427.58 feet;

RUNNING THENCE south 41 degrees 56 minutes 00 seconds west, 585.50 feet to the easterly boundary line of "Map of Pavan Estates Section 2" formerly Martin;

RUNNING THENCE north 32 degrees 23 minutes 56 seconds west and along the easterly boundary line of said "Map of Pavan Estates Sect. No. 2", 348.00 feet to the southerly line of a recharge basin;

RUNNING THENCE north 41 degrees 56 minutes 00 seconds east and along the southerly boundary line of said recharge basin, 500.00 feet;

RUNNING THENCE north 10 degrees 44 minutes 20 seconds west along the boundary line of said recharge basin, 120.65 feet to the southeasterly side of Basin Street;

RUNNING THENCE easterly along the southerly side of Basin Street along the arc of a curve bearing to the left having a radius of 135.00 feet and an included angle of 19 degrees 33 minutes 54 seconds a distance of 46.10 feet to a point of tangent with the southerly line of Express Street;

RUNNING THENCE along the southerly line of Express Street north 59 degrees 41 minutes 46 seconds east, 8.53 feet to the point or place of **BEGINNING**.

Section 13 Block 83 Lot 94

230 Duffy Avenue, Hicksville, New York

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Duffy Avenue, distant 564.78 feet easterly from the easterly line of land of Long Island Lighting Company, when measured along the northerly side of Duffy Avenue;

THENCE north 00 degrees 49 minutes 30 seconds east, 451.39 feet to lands now or formerly of The State of New York Department of Public Works;

RUNNING THENCE along said last mentioned lands the following 2 courses and distances:

1. North 79 degrees 00 minutes 00 seconds east, 434.77 feet;
2. North 11 degrees 20 minutes 00 seconds east, 6 feet to lands of the Long Island Railroad Company;

THENCE along land of Long Island Railroad Company, north 79 degrees 00 minutes 00 seconds east, 214.41 feet;

THENCE south 16 degrees 19 minutes 30 seconds east, 377.05 feet to the northerly side Duffy Avenue;

THENCE along the northerly side of Duffy Avenue, south 73 degrees 40 minutes 30 seconds west, 780.00 feet to the point or place of **BEGINNING**.

Section 11 Block G Lot 187

575 Underhill Boulevard, Syosset, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Syosset, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike said point being the intersection of the westerly line of Long Island Railroad (Northport Branch) and the northerly side of Jericho Turnpike;

RUNNING THENCE from said point of beginning north 86 degrees 04 minutes 30 seconds west along the northerly side of Jericho Turnpike, 101.31 feet;

THENCE south 75 degrees 05 minutes 30 seconds west still along the northerly side of Jericho Turnpike 138.35 feet to the new northerly side of Jericho Turnpike;

THENCE westerly along the new northerly side of Jericho Turnpike the following 2 courses and distances:

1. South 88 degrees 33 minutes 54 seconds west, 59 feet;
2. North 70 degrees 34 minutes 59 seconds west, 25.56 feet to the new easterly side of Underhill Boulevard;

THENCE northerly along the new easterly side of Underhill Boulevard the following 3 courses and distances:

1. North 17 degrees 56 minutes 16 seconds west, 24.57 feet;
2. North 00 degrees 10 minutes 18 seconds west, 58.79 feet;
3. North 03 degrees 11 minutes 59 seconds east, 127.54 feet;

THENCE north 86 degrees 38 minutes 23 seconds west, 6 feet to the existing easterly side of Underhill Boulevard;

THENCE northerly along the easterly and southeasterly side of Underhill Boulevard, as now laid out and established, the following 4 courses and distances:

1. North 03 degrees 21 minutes 37 seconds east, 425.95 feet;
2. Northeasterly along the arc of a curve bearing to the right having a radius of 959.76 feet a distance of 527.92 feet;
3. North 34 degrees 52 minutes 33 seconds east, 195.50 feet;
4. Northeasterly along the arc of a curve bearing to the left, having a radius of 205.01 feet, a distance of 30.96 feet;

THENCE north 78 degrees 27 minutes 30 seconds east, 805.64 feet (817.63 feet deed) to the land of the Long Island Railroad first above mentioned;

THENCE along the land of Long Island Railroad the following 5 courses and distances:

1. South 36 degrees 35 minutes 30 seconds west, 358.17 feet (357.60 feet deed);

2. South 81 degrees 16 minutes 30 seconds west, 9.95 feet (south 81 degrees 18 minutes 30 seconds west, 21.32 feet deed);
3. South 36 degrees 35 minutes 30 seconds west, 360.97 feet (362.39 feet deed);
4. Thence still south along the arc of a curve bearing to the left having a radius of 1472.68 feet a distance along said curve of 507.21 feet;
5. South 16 degrees 51 minutes 30 seconds west, 439.77 feet to the northerly side of Jericho Turnpike, at the point or place of BEGINNING.

Section 15 Block 169 Lot 20

99 Lafayette Drive, Syosset, New York

ALL that certain plot, piece or parcel of land, with the buildings thereon erected, situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at a point where the southerly side of the premises herein described intersects the westerly side of Lafayette Drive said beginning point being the following five courses and distances from the corner formed by the intersection of the northerly side of Jericho Turnpike with the westerly side of Burke Lane:

- 1. Northwesterly along the northerly side of Jericho Turnpike prior to widening 1042.05 feet to the westerly side of Lafayette Drive prior to widening;**
- 2. North 06 degrees 56 minutes 35 seconds east along the westerly side of Lafayette Drive 76.84 feet;**
- 3. Northeasterly along the westerly side of Lafayette Drive along the arc of a curve bearing to the right, having a radius of 150.00 feet a distance of 57.60 feet;**
- 4. North 28 degrees 56 minutes 35 seconds east along the westerly side of Lafayette Drive 424.26 feet;**
- 5. Northeasterly along the westerly side of Lafayette Drive along the arc of a curve bearing to the right, having a radius of 216.03 feet a distance of 72.66 feet to the point or place of beginning;**

RUNNING THENCE from said point or place of beginning north 61 degrees 03 minutes 25 seconds west, 484.18 feet to land of Long Island Railroad;

RUNNING THENCE northerly along land of Long Island Railroad the following four courses and distances:

- 1. Northeasterly along the arc of a curve bearing to the right, having a radius of 3787.38 feet a distance of 478.45 feet;**
- 2. North 39 degrees 38 minutes 49 seconds east, 18.57 feet;**
- 3. South 84 degrees 46 minutes 49 seconds west, 2.46 feet;**
- 4. North 39 degrees 38 minutes 49 seconds east, 578.94 feet to Map of Syosset Gardens;**

RUNNING THENCE along the Map of Syosset Gardens the following five courses and distances:

- 1. South 14 degrees 18 minutes 30 seconds east, 403.15 feet;**
- 2. North 83 degrees 40 minutes 00 seconds east, 61.79 feet;**
- 3. South 09 degrees 13 minutes 00 seconds west, 167.41 feet;**
- 4. South 09 degrees 22 minutes 00 seconds west, 300.24 feet;**
- 5. South 07 degrees 47 minutes 00 seconds west, 199.02 feet to the northerly side of Lafayette Drive;**

RUNNING THENCE north 83 degrees 08 minutes 40 seconds west along the northerly side of Lafayette Drive, 125.90 feet;

RUNNING THENCE southwesterly along the northerly side of Lafayette Drive along the arc of a curve bearing to the left, having a radius of 216.03 feet, a distance of 183.39 feet to the point or place of **BEGINNING**.

TOGETHER with an easement for ingress and egress over the following described parcel to Jericho Turnpike, said easement being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike, distant 982.05 feet westerly from the corner formed by the intersection of the northerly side of Jericho Turnpike with the westerly side of Burke Lane, as said roadways existed prior to widening;

RUNNING THENCE north 83 degrees 03 minutes 25 seconds west, along the northerly side of Jericho Turnpike, 60.00 feet;

RUNNING THENCE north 06 degrees 56 minutes 35 seconds east, 76.84 feet;

RUNNING THENCE northeasterly along the arc of a curve bearing to the right, having a radius of 150.00 feet, a distance of 57.60 feet;

RUNNING THENCE north 28 degrees 56 minutes 35 seconds east, 424.26 feet;

RUNNING THENCE northeasterly along the arc of a curve bearing to the right, having a radius of 216.03 feet, a distance of 256.05 feet;

RUNNING THENCE south 83 degrees 08 minutes 40 seconds east, 125.90 feet;

RUNNING THENCE south 07 degrees 47 minutes 00 seconds west 50.01 feet to the northerly side of Lafayette Drive;

RUNNING THENCE westerly and southerly along the southerly and easterly side of Lafayette Drive the following 5 courses and distances to the point or place of beginning:

1. North 83 degrees 08 minutes 40 seconds west, 125.09 feet;
2. Southwesterly along the arc of a curve bearing to the left having a radius of 150.00 feet, a distance of 177.79 feet;
3. South 28 degrees 56 minutes 35 seconds west, a distance of 439.11 feet;
4. Southwesterly along the arc of a curve bearing to the left having a radius of 90.00 feet, a distance of 34.56 feet; and
5. South 06 degrees 56 minutes 35 seconds west, a distance of 76.84 feet to the northerly side of Jericho Turnpike, at the point or place of **BEGINNING**.

Jericho Turnpike and Burke Lane Right of Way lines referred to in the above descriptions are as existed prior to the road widening of 1995 (old line).

Section 15 Block E Lot 172

One Underhill Road, Glen Head, New York

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Glen Head, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the Lots Numbers 14 and 16 and part of 17 in Block 15 on a certain map entitled, "Map of Park Villa on the Hills, situated at Glen Head, Town of Oyster Bay, Nassau County, New York, belonging to North Shore Realty Company, surveyed by C.U. Powell, C.B. and Surveyor", and filed in the Nassau County Clerk's Office on September 26, 1910 as Map Number 330, Case Number 2276, which said lots and parts of lots when taken together as one parcel is more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Underhill Road, which point is the northeasterly corner of Lot Number 14 on "Map of Park Villa on the Hills";

RUNNING THENCE along the westerly side of Underhill Road, with the following three courses:

1. South 5 degrees 32 minutes east, 156.80 feet;
2. Southerly along the arc of a curve bearing to the left having a radius of 379.0 feet a distance of 175.28 feet to a point of curve;
3. South 32 degrees 02 minutes east, a distance of 16.03 feet to the northeasterly end of a straight line which connects the westerly side of Underhill Road with the northerly side of Glen Cove Drive (as widened);

THENCE along the northerly side of said Glen Cove Drive as it winds and curves, the following six courses and distances:

1. South 57 degrees 58 minutes west, a distance of 10.0 feet;
2. Southerly along the arc of a curve bearing to the right having a radius of 3.95 feet a distance of 7.33 feet;
3. Westerly and northerly along the arc of a curve bearing to the right having a radius of 56.29 feet a distance of 71.29 feet;
4. North 33 degrees 11 minutes west a distance of 12.72 feet;
5. Northwesterly along the arc of a curve bearing to the left having a radius of 131.32 feet a distance of 115.42 feet;
6. North 83 degrees 21 minutes west, a distance of 24.85 feet;

THENCE north 60 degrees 45 minutes east a distance of 62.03 feet to the southwesterly corner of Lot 16 on the above mentioned map;

THENCE along the westerly side of Lots 16 and 14 on the above mentioned map, north 29 degrees 15 minutes west, a distance of 251.99 feet to the northwesterly corner of said Lot 14, running along the northerly side of said Lot 14, the following three courses and distances:

1. South 89 degrees 56 minutes 30 seconds east, a distance of 40.84 feet;
2. South 89 degrees 50 minutes 10 seconds east, a distance of 135.92 feet; and
3. South 89 degrees 38 minutes 05 seconds east, a distance of 12.53 feet to the westerly side of Underhill Road, to the point or place of BEGINNING.

Section 21 Block S Lots 314, 316 and 819

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed in connection with the acquisition, renovation and installation of the 2013 Long Island Industrial Portfolio Project (the "Project") of the Nassau County Industrial Development Agency (the "Agency") located, in part, on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, renovated and installed by those Persons set forth as Owner(s) on Schedule A hereto (collectively, the "Company") as agents of the Agency pursuant to a master sublease agreement dated as of June 1, 2013 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT C

FORM OF TERMINATION OF COMPANY LEASE

WHEREAS, the Persons listed as Owner(s) on the Schedule A hereto (collectively, the "Company"), as landlord, and the Nassau County Industrial Development Agency (the "Agency"), as tenant, entered into a master company lease agreement dated as of June 1, 2013 (the "Company Lease Agreement") pursuant to which, among other things, the Agency leased the Project Facility (as defined in the Lease Agreement) from the Company; and

WHEREAS, pursuant to the Company Lease Agreement, the Company and the Agency agreed that the Company Lease Agreement would terminate on the earlier to occur of (1) December 31, 2029 (the "Stated Expiration Date"), or (2) any earlier date the Lease Agreement would terminate pursuant to the terms thereof; and

WHEREAS, the Company and the Agency now desires to evidence the termination of the Company Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Company Lease Agreement has terminated as of the dated date hereof; provided, however, that, (i) as provided in the Company Lease Agreement, certain obligations of the Company shall survive the termination of the Company Lease Agreement, and the execution of this termination of company lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions thereof that expressly survive such termination; and (ii) in the event the Company Lease Agreement is being terminated pursuant to Article X or XI of the Lease Agreement, the Company shall pay to the Agency on the date hereof all fees and expenses of the Agency set forth in the Company Lease Agreement, in the Lease and in the other Transaction Documents.

IN WITNESS WHEREOF, the Company and the Agency have signed this termination of company lease agreement and caused same to be dated as of the __ day of _____, ____.

[_____]

By: _____
Authorized Officer

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY [if applicable, but
not required]

By: _____
Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT D

FORM OF BILL OF SALE TO COMPANIES

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at 1550 Franklin Avenue, Suite 235, Mineola, NY 11501 (the "Grantor"), for the consideration of One Dollar (\$ 1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from, the Person listed as Owner(s) on Schedule A hereto, each having an office for the transaction of business at 575 Underhill Boulevard, Suite 200, Syosset, NY 11791 (collectively, the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee, and its successors and assigns, any and all of Grantor's right, title and interest, if any, in and to those materials, machinery, equipment, fixtures or furnishings which are described in Exhibit B attached hereto (the "Equipment") now owned or hereafter acquired by the Grantor, which Equipment is located or intended to be located on certain parcels of land (collectively, the "Land") more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the day of the ____ day of _____, 20__.

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
[if applicable, but not required]**

BY: _____

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

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

6851 Jericho Turnpike, Muttontown, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Underhill Boulevard, 322.44 feet northerly from the northerly end of a line connecting the existing westerly side of Underhill Boulevard with the proposed new westerly side of Underhill Boulevard, as established by an Appropriation of Property by the People of the State of New York, as Map No. 258, Parcel No. 308, filed in the Nassau County Clerk's Office on October 30, 1992 in Liber 10257 Page 357 (said point of beginning also being 500.43 feet northerly from the corner formed by the intersection of the westerly side of Underhill Boulevard with the northerly side of Jericho Turnpike (N.Y.S. Route 25) prior to the aforementioned Appropriation of Property;

RUNNING THENCE from said point of beginning south 76 degrees 31 minutes 36 seconds west 446.53 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 109.00 feet;

THENCE south 76 degrees 31 minutes 36 seconds west, 36.00 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 142.50 feet;

THENCE south 76 degrees 31 minutes 36 seconds west 244.00 feet;

THENCE north 13 degrees 28 minutes 24 seconds west 427.02 feet;

THENCE north 81 degrees 56 minutes 20 seconds east 439.26 feet;

THENCE north 00 degrees 17 minutes 00 seconds east 100.00 feet;

THENCE north 83 degrees 22 minutes 01 seconds east 548.07 feet to the westerly side of Willis Avenue (not open);

THENCE southerly along the westerly side of Willis Avenue (not opened) the following 2 courses and distances:

- 1. Along the arc of a curve bearing to the left, having a radius of 246.87 feet, a length of 109.80 feet to the point of tangency;**
- 2. South 04 degrees 52 minutes 17 seconds west, 171.51 feet to the westerly side of Underhill Boulevard;**

THENCE southerly along the westerly side of Underhill Boulevard the following 2 courses and distances:

1. Along the arc of a curve bearing to the left, having a radius of 1039.76 feet, a length of 250.38 feet to a point of tangency;
2. South 04 degrees 52 minutes 17 seconds west, 196.97 feet along Underhill Boulevard, to the point or place of BEGINNING.

Section 15 Block A Lot 2070

325 Duffy Avenue, Hicksville, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, as shown on the Nassau County Land and Tax Maps and known and designated as Lots 112 and 484, Section 11 Block H as filed in the Office of the County Clerk. County of Nassau and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Duffy Avenue, said point being the easterly end of an arc of a curve connecting the said southerly side of Duffy Avenue and the easterly side of Henrietta Street as said Duffy Avenue and Henrietta Street exist today;

RUNNING THENCE easterly along the southerly side of Duffy Avenue along the arc of a curve bearing to the right whose radius is 700.00 feet a distance of 148.16 feet to a point;

THENCE still along the southerly side of Duffy Avenue, north 76 degrees 49 minutes 40 seconds east 327.28 feet;

RUNNING THENCE south 08 degrees 55 minutes 20 seconds east, 679.30 feet to land now or formerly of Terlikofsky;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west along said land, 151.43 feet;

RUNNING THENCE north 08 degrees 48 minutes 37 seconds west, 59.84 feet;

RUNNING THENCE south 78 degrees 05 minutes 33 seconds west, 190.50 feet;

RUNNING THENCE north 08 degrees 30 minutes 08 seconds west, 105.19 feet;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west, 28.66 feet;

RUNNING THENCE north 12 degrees 45 minutes 20 seconds west, 39.86 feet;

RUNNING THENCE south 77 degrees 14 minutes 40 seconds west, 122.00 feet to the easterly side of Henrietta Street;

RUNNING THENCE along the easterly side of Henrietta Street, north 07 degrees 58 minutes 20 seconds west, 435.10 feet to the southerly end of the curve first mentioned;

THENCE northeasterly along the arc of the curve first above mentioned whose radius is 20 feet, a distance of 25.37 feet to the point or place of BEGINNING.

Section 11 Block H Lots 112 & 484

1 Fairchild Court, Plainview, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Fairchild Court, distant 288.25 feet southerly from the southerly terminus of the arc of a curve which connects the southerly side of Fairchild Avenue with the westerly side of Fairchild Court;

RUNNING THENCE along the westerly side of Fairchild Court south 9 degrees 07 minutes 45 seconds east, 42.82 feet;

THENCE north 78 degrees 30 minutes 54 seconds east, 335.02 feet to Bethpage State Parkway;

THENCE along Bethpage State Parkway south 11 degrees 29 minutes 06 seconds east, 615.03 (615.00 feet deed) feet to the northerly side of the Long Island Expressway;

THENCE along the northerly side of the Long Island Expressway, the following 3 courses and distances:

1. Westerly along the arc of a curve bearing to the left, having a radius of 2000 feet, a distance of 155.17 feet (155.06 feet deed);
2. North 80 degrees 29 minutes 40 seconds west, 82.99 feet;
3. North 79 degrees 51 minutes 47 seconds west, 308.02 feet;

THENCE north 9 degrees 07 minutes 05 seconds west, 394.14 feet;

THENCE north 78 degrees 30 minutes 54 seconds east 66.92 feet;

THENCE north 44 degrees 58 minutes 17 seconds east, 107.92 feet to the westerly side of Fairchild Court at the point or place of **BEGINNING**.

Section 13 Block 117 Lot 1

600 West John Street, Hicksville, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Cantiague Rock Road, as widened, at the extreme northerly end of the arc of a curve connecting the northerly side of West John Street, with the easterly side of Cantiague Rock Road, as widened;

RUNNING THENCE along the easterly side of Cantiague Road, as widened, the following 2 courses and distances:

1. Northerly along the arc of a curve bearing to the right having a radius of 2656.15 feet, a distance of 276.85 feet;
2. North 07 degrees 20 minutes 02 seconds east, 249.15 feet;

THENCE north 89 degrees 02 minutes 52 seconds east, 601.65 feet;

THENCE south 00 degrees 26 minutes 03 seconds west, 600.99 feet to the northerly side of West John Street;

THENCE north 89 degrees 33 minutes 57 seconds west along the northerly side of West John Street, 588.31 feet;

THENCE northwesterly along the arc of a curve bearing to the right, having a radius of 62.00 feet, a distance of 98.39 feet to the point or place of **BEGINNING**.

Section 11 Block 499 Lot 110

260/270/280 Duffy Avenue, Hicksville, New York

As to Lot 148:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, New York, being more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of Tax Lot 191 at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1913.78 feet easterly as measured along the northerly side of Duffy Avenue, from the easterly end of an arc of a curve connecting the easterly side of Charlotte Street with the northerly side of Duffy Avenue, also being, 1997.64 feet easterly from the corner (prior to widening) connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street;

THENCE northerly along Tax Lot 191 north 11 degrees 55 minutes 50 seconds west, 560.56 feet to land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad, north 83 degrees 23 minutes 00 seconds east 754.87 feet (754.68 feet deed) to the westerly line of Tax Lot 62;

THENCE along the westerly line of said Tax Lot 62 south 05 degrees 12 minutes 50 seconds west, 513.48 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue, south 78 degrees 04 minutes 10 seconds west, 600.26 feet to the point or place of BEGINNING.

As to Lot 191:

ALL that certain piece or parcel or tract of land, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, New York, being more particularly bounded and described as follows:

BEGINNING at the southwest corner thereof adjoining Tax Lot 190, at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1715.78 feet easterly as measured along the northerly side of Duffy Avenue, from the easterly end of an arc of a curve connecting the easterly side of Charlotte Street with the northerly side of Duffy Avenue also being 1799.64 feet easterly from the corner (prior to widening) connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street;

THENCE northerly along Tax Lot 190, north 11 degrees 55 minutes 50 seconds west 578.98 feet to land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad north 83 degrees 23 minutes 00 seconds east, 198.85 feet to the westerly line of Tax Lot 148;

THENCE along the westerly line of said Tax Lot 148 south 11 degrees 55 minutes 50 seconds east, 560.56 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue south 78 degrees 04 minutes 10 seconds west, 198.00 feet to the point or place of BEGINNING.

Section 11 Block G Lots 148 & 191

290 Duffy Avenue, Hicksville, New York

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, Nassau County, State of New York, being more particularly bounded and described as follows:

BEGINNING at the southwest corner thereof at a point in the northerly side of Duffy Avenue, said point of beginning being distant 1420.78 feet from the easterly end of an arc of a curve connecting the northerly side of Duffy Avenue with the easterly side of Charlotte Street, as said streets presently exist and also being distant 1504.64 feet (deed), as measured along the northerly side of Duffy Avenue from the corner formed by the northerly side of Duffy Avenue with the easterly side of Charlotte Street, as said streets existed prior to the widening of Duffy Avenue;

RUNNING THENCE north 03 degrees 00 minutes 50 seconds east, 612.45 feet to the southerly side of land of Long Island Railroad;

THENCE easterly along the southerly side of Long Island Railroad north 83 degrees 23 minutes 00 seconds east 137.65 (136.59 deed) feet;

THENCE south 11 degrees 55 minutes 50 seconds east, 578.98 feet to the northerly side of Duffy Avenue;

THENCE westerly along the northerly side of Duffy Avenue south 78 degrees 04 minutes 10 seconds west, 295.00 feet to the point or place of **BEGINNING**.

Section 11 Block G Lot 190

95 Seaview Boulevard, Port Washington, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Port Washington, in the Town of North Hempstead, County of Nassau and State of New York, known and designated as Lot Numbers 26 and part of lot 27 and 28, in Block No. 89, on a certain map entitled, "Map of Seaview Industrial Park", filed in the Office of the Clerk of the County of Nassau on February 5, 1982, Case No. 8940, which lots when taken together as one parcel are more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Seaview Boulevard, distant 322.25 feet westerly from the westerly end of an arc of a curve connecting the northerly side of Seaview Boulevard and the westerly side of Osprey Court, which point of beginning is also where the division line of lots 25 and 26 in block 89 on said map intersects the northerly side of Seaview Boulevard;

RUNNING THENCE westerly along the northerly side of Seaview Boulevard, the following 2 courses and distances:

1. Westerly along an arc of a curve bearing to the left having a radius of 2830.0 feet, a distance of 98.79 feet to a point;
2. South 78 degrees 46 minutes 00 seconds west, 176.66 feet to line as approved by Nassau County Planning Commission February 23, 1984, Resolution No. 9-1984;

THENCE north 11 degrees 14 minutes 00 seconds west along last mentioned line, 312.77 feet to land of Town of North Hempstead;

THENCE along said last mentioned land, the following 2 courses and distances:

1. North 75 degrees 31 minutes 55 seconds east 59.62 feet to a point;
2. North 80 degrees 18 minutes 32 seconds east 191.63 feet to the division line of Lots 25 and 26 in Block 89 on said map;

THENCE south 15 degrees 41 minutes 06 seconds east, along last mentioned division line, 313.65 feet to the northerly side of Seaview Boulevard at the point or place of BEGINNING.

Section 6 Block 89 Lot 520

79 Express Street, Plainview, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the in Plainview, Town of Oyster Bay, County of Nassau and State of New York, known and designated as part of lot 44, in Block 83, on a certain map entitled, "Map of Plainview Industrial Park, Section 2, and amended to Section 1, situated at Plainview, Nassau County, New York, December 1960" and filed in the Office of the Clerk of the County of Nassau on September 6, 1961 as Map No. 7485, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Express Street, distant 8.53 feet easterly along a line which bears north 59 degrees 41 minutes 46 seconds east from the southeasterly terminus of Basin Street, as said Basin Street is shown on a "Map of Plainview Industrial Park, Section 1, and filed in the Office of the Clerk of the County of Nassau on November 16, 1960 as Map No. 7348, and from said point of beginning;

RUNNING THENCE south 30 degrees 18 minutes 14 seconds east 427.58 feet;

RUNNING THENCE south 41 degrees 56 minutes 00 seconds west, 585.50 feet to the easterly boundary line of "Map of Pavan Estates Section 2" formerly Martin;

RUNNING THENCE north 32 degrees 23 minutes 56 seconds west and along the easterly boundary line of said "Map of Pavan Estates Sect. No. 2", 348.00 feet to the southerly line of a recharge basin;

RUNNING THENCE north 41 degrees 56 minutes 00 seconds east and along the southerly boundary line of said recharge basin, 500.00 feet;

RUNNING THENCE north 10 degrees 44 minutes 20 seconds west along the boundary line of said recharge basin, 120.65 feet to the southeasterly side of Basin Street;

RUNNING THENCE easterly along the southerly side of Basin Street along the arc of a curve bearing to the left having a radius of 135.00 feet and an included angle of 19 degrees 33 minutes 54 seconds a distance of 46.10 feet to a point of tangent with the southerly line of Express Street;

RUNNING THENCE along the southerly line of Express Street north 59 degrees 41 minutes 46 seconds east, 8.53 feet to the point or place of **BEGINNING**.

Section 13 Block 83 Lot 94

230 Duffy Avenue, Hicksville, New York

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Duffy Avenue, distant 564.78 feet easterly from the easterly line of land of Long Island Lighting Company, when measured along the northerly side of Duffy Avenue;

THENCE north 00 degrees 49 minutes 30 seconds east, 451.39 feet to lands now or formerly of The State of New York Department of Public Works;

RUNNING THENCE along said last mentioned lands the following 2 courses and distances:

1. North 79 degrees 00 minutes 00 seconds east, 434.77 feet;
2. North 11 degrees 20 minutes 00 seconds east, 6 feet to lands of the Long Island Railroad Company;

THENCE along land of Long Island Railroad Company, north 79 degrees 00 minutes 00 seconds east, 214.41 feet;

THENCE south 16 degrees 19 minutes 30 seconds east, 377.05 feet to the northerly side Duffy Avenue;

THENCE along the northerly side of Duffy Avenue, south 73 degrees 40 minutes 30 seconds west, 780.00 feet to the point or place of **BEGINNING**.

Section 11 Block G Lot 187

575 Underhill Boulevard, Syosset, New York

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Syosset, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike said point being the intersection of the westerly line of Long Island Railroad (Northport Branch) and the northerly side of Jericho Turnpike;

RUNNING THENCE from said point of beginning north 86 degrees 04 minutes 30 seconds west along the northerly side of Jericho Turnpike, 101.31 feet;

THENCE south 75 degrees 05 minutes 30 seconds west still along the northerly side of Jericho Turnpike 138.35 feet to the new northerly side of Jericho Turnpike;

THENCE westerly along the new northerly side of Jericho Turnpike the following 2 courses and distances:

1. South 88 degrees 33 minutes 54 seconds west, 59 feet;
2. North 70 degrees 34 minutes 59 seconds west, 25.56 feet to the new easterly side of Underhill Boulevard;

THENCE northerly along the new easterly side of Underhill Boulevard the following 3 courses and distances:

1. North 17 degrees 56 minutes 16 seconds west, 24.57 feet;
2. North 00 degrees 10 minutes 18 seconds west, 58.79 feet;
3. North 03 degrees 11 minutes 59 seconds east, 127.54 feet;

THENCE north 86 degrees 38 minutes 23 seconds west, 6 feet to the existing easterly side of Underhill Boulevard;

THENCE northerly along the easterly and southeasterly side of Underhill Boulevard, as now laid out and established, the following 4 courses and distances:

1. North 03 degrees 21 minutes 37 seconds east, 425.95 feet;
2. Northeasterly along the arc of a curve bearing to the right having a radius of 959.76 feet a distance of 527.92 feet;
3. North 34 degrees 52 minutes 33 seconds east, 195.50 feet;
4. Northeasterly along the arc of a curve bearing to the left, having a radius of 205.01 feet, a distance of 30.96 feet;

THENCE north 78 degrees 27 minutes 30 seconds east, 805.64 feet (817.63 feet deed) to the land of the Long Island Railroad first above mentioned;

THENCE along the land of Long Island Railroad the following 5 courses and distances:

1. South 36 degrees 35 minutes 30 seconds west, 358.17 feet (357.60 feet deed);

2. South 81 degrees 16 minutes 30 seconds west, 9.95 feet (south 81 degrees 18 minutes 30 seconds west, 21.32 feet deed);
3. South 36 degrees 35 minutes 30 seconds west, 360.97 feet (362.39 feet deed);
4. Thence still south along the arc of a curve bearing to the left having a radius of 1472.68 feet a distance along said curve of 507.21 feet;
5. South 16 degrees 51 minutes 30 seconds west, 439.77 feet to the northerly side of Jericho Turnpike, at the point or place of BEGINNING.

Section 15 Block 169 Lot 20

99 Lafayette Drive, Syosset, New York

ALL that certain plot, piece or parcel of land, with the buildings thereon erected, situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at a point where the southerly side of the premises herein described intersects the westerly side of Lafayette Drive said beginning point being the following five courses and distances from the corner formed by the intersection of the northerly side of Jericho Turnpike with the westerly side of Burke Lane:

- 1. Northwesterly along the northerly side of Jericho Turnpike prior to widening 1042.05 feet to the westerly side of Lafayette Drive prior to widening;**
- 2. North 06 degrees 56 minutes 35 seconds east along the westerly side of Lafayette Drive 76.84 feet;**
- 3. Northeasterly along the westerly side of Lafayette Drive along the arc of a curve bearing to the right, having a radius of 150.00 feet a distance of 57.60 feet;**
- 4. North 28 degrees 56 minutes 35 seconds east along the westerly side of Lafayette Drive 424.26 feet;**
- 5. Northeasterly along the westerly side of Lafayette Drive along the arc of a curve bearing to the right, having a radius of 216.03 feet a distance of 72.66 feet to the point or place of beginning;**

RUNNING THENCE from said point or place of beginning north 61 degrees 03 minutes 25 seconds west, 484.18 feet to land of Long Island Railroad;

RUNNING THENCE northerly along land of Long Island Railroad the following four courses and distances:

- 1. Northeasterly along the arc of a curve bearing to the right, having a radius of 3787.38 feet a distance of 478.45 feet;**
- 2. North 39 degrees 38 minutes 49 seconds east, 18.57 feet;**
- 3. South 84 degrees 46 minutes 49 seconds west, 2.46 feet;**
- 4. North 39 degrees 38 minutes 49 seconds east, 578.94 feet to Map of Syosset Gardens;**

RUNNING THENCE along the Map of Syosset Gardens the following five courses and distances:

- 1. South 14 degrees 18 minutes 30 seconds east, 403.15 feet;**
- 2. North 83 degrees 40 minutes 00 seconds east, 61.79 feet;**
- 3. South 09 degrees 13 minutes 00 seconds west, 167.41 feet;**
- 4. South 09 degrees 22 minutes 00 seconds west, 300.24 feet;**
- 5. South 07 degrees 47 minutes 00 seconds west, 199.02 feet to the northerly side of Lafayette Drive;**

RUNNING THENCE north 83 degrees 08 minutes 40 seconds west along the northerly side of Lafayette Drive, 125.90 feet;

RUNNING THENCE southwesterly along the northerly side of Lafayette Drive along the arc of a curve bearing to the left, having a radius of 216.03 feet, a distance of 183.39 feet to the point or place of **BEGINNING**.

TOGETHER with an easement for ingress and egress over the following described parcel to Jericho Turnpike, said easement being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike, distant 982.05 feet westerly from the corner formed by the intersection of the northerly side of Jericho Turnpike with the westerly side of Burke Lane, as said roadways existed prior to widening;

RUNNING THENCE north 83 degrees 03 minutes 25 seconds west, along the northerly side of Jericho Turnpike, 60.00 feet;

RUNNING THENCE north 06 degrees 56 minutes 35 seconds east, 76.84 feet;

RUNNING THENCE northeasterly along the arc of a curve bearing to the right, having a radius of 150.00 feet, a distance of 57.60 feet;

RUNNING THENCE north 28 degrees 56 minutes 35 seconds east, 424.26 feet;

RUNNING THENCE northeasterly along the arc of a curve bearing to the right, having a radius of 216.03 feet, a distance of 256.05 feet;

RUNNING THENCE south 83 degrees 08 minutes 40 seconds east, 125.90 feet;

RUNNING THENCE south 07 degrees 47 minutes 00 seconds west 50.01 feet to the northerly side of Lafayette Drive;

RUNNING THENCE westerly and southerly along the southerly and easterly side of Lafayette Drive the following 5 courses and distances to the point or place of beginning:

1. North 83 degrees 08 minutes 40 seconds west, 125.09 feet;
2. Southwesterly along the arc of a curve bearing to the left having a radius of 150.00 feet, a distance of 177.79 feet;
3. South 28 degrees 56 minutes 35 seconds west, a distance of 439.11 feet;
4. Southwesterly along the arc of a curve bearing to the left having a radius of 90.00 feet, a distance of 34.56 feet; and
5. South 06 degrees 56 minutes 35 seconds west, a distance of 76.84 feet to the northerly side of Jericho Turnpike, at the point or place of **BEGINNING**.

Jericho Turnpike and Burke Lane Right of Way lines referred to in the above descriptions are as existed prior to the road widening of 1995 (old line).

Section 15 Block E Lot 172

One Underhill Road, Glen Head, New York

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Glen Head, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the Lots Numbers 14 and 16 and part of 17 in Block 15 on a certain map entitled, "Map of Park Villa on the Hills, situated at Glen Head, Town of Oyster Bay, Nassau County, New York, belonging to North Shore Realty Company, surveyed by C.U. Powell, C.B. and Surveyor", and filed in the Nassau County Clerk's Office on September 26, 1910 as Map Number 330, Case Number 2276, which said lots and parts of lots when taken together as one parcel is more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Underhill Road, which point is the northeasterly corner of Lot Number 14 on "Map of Park Villa on the Hills";

RUNNING THENCE along the westerly side of Underhill Road, with the following three courses:

1. South 5 degrees 32 minutes east, 156.80 feet;
2. Southerly along the arc of a curve bearing to the left having a radius of 379.0 feet a distance of 175.28 feet to a point of curve;
3. South 32 degrees 02 minutes east, a distance of 16.03 feet to the northeasterly end of a straight line which connects the westerly side of Underhill Road with the northerly side of Glen Cove Drive (as widened);

THENCE along the northerly side of said Glen Cove Drive as it winds and curves, the following six courses and distances:

1. South 57 degrees 58 minutes west, a distance of 10.0 feet;
2. Southerly along the arc of a curve bearing to the right having a radius of 3.95 feet a distance of 7.33 feet;
3. Westerly and northerly along the arc of a curve bearing to the right having a radius of 56.29 feet a distance of 71.29 feet;
4. North 33 degrees 11 minutes west a distance of 12.72 feet;
5. Northwesterly along the arc of a curve bearing to the left having a radius of 131.32 feet a distance of 115.42 feet;
6. North 83 degrees 21 minutes west, a distance of 24.85 feet;

THENCE north 60 degrees 45 minutes east a distance of 62.03 feet to the southwesterly corner of Lot 16 on the above mentioned map;

THENCE along the westerly side of Lots 16 and 14 on the above mentioned map, north 29 degrees 15 minutes west, a distance of 251.99 feet to the northwesterly corner of said Lot 14, running along the northerly side of said Lot 14, the following three courses and distances:

1. South 89 degrees 56 minutes 30 seconds east, a distance of 40.84 feet;
2. South 89 degrees 50 minutes 10 seconds east, a distance of 135.92 feet; and
3. South 89 degrees 38 minutes 05 seconds east, a distance of 12.53 feet to the westerly side of Underhill Road, to the point or place of BEGINNING.

Section 21 Block S Lots 314, 316 and 819

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed in connection with the acquisition, renovation and installation of the 2013 Long Island Industrial Portfolio Project (the "Project") of the Nassau County Industrial Development Agency (the "Agency") located, in part, on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, renovated and installed by those Persons set forth as Owner(s) on Schedule A hereto (collectively, the "Company") as agents of the Agency pursuant to a master sublease agreement dated as of June 1, 2013 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery; and

(2) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT E
FORM OF SALES TAX EXEMPTION LETTER

See Attached

SALES TAX EXEMPTION LETTER AND CONTRACT

June 27, 2013

TO WHOM IT MAY CONCERN

Re: Nassau County Industrial Development Agency
(2013 Long Island Industrial Portfolio Project)

Ladies and Gentlemen:

The Nassau County Industrial Development Agency (the "Agency"), by this notice, advises you as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Nassau County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

Pursuant to a resolution adopted by the Agency on March 21, 2013 (the "Authorizing Resolution") and a Master Sublease Agreement, dated as of June 1, 2013 (as amended, modified, supplemented or restated, the "Lease Agreement"), between the Agency and the entities listed on Schedule A attached hereto (individually or collectively, as the context may require, the "Company"), the Agency has authorized the Company to act as its agent to acquire, renovate, improve, install and equip a commercial facility in Nassau County, New York, consisting of (1) the acquisition of an interest in those certain parcels of land more particularly identified on Schedule A attached hereto (collectively, the "Land"), (2) the renovation of the existing buildings on the Land (collectively, the "Building"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use as commercial and industrial facilities (collectively,

the “Project Facility”); provided, however, that nothing herein shall constitute an authorization to claim an exemption from sales and use taxes with respect to the acquisition or installation of any Equipment for subtenants or occupants (other than the Company) of the Project Facility.

2. In connection with the Authorizing Resolution and the Lease Agreement and pursuant to the authority therein granted, the Agency authorizes the Company to act as its agent in connection with the Initial Work (as defined in Exhibit A hereto) and authorizes the Company to use this letter as its agent only for the payment of the costs of such Initial Work.

3. As agent for the Agency, the Company agrees that each contract, agreement, invoice, bill or purchase order entered into by the Company as agent for the Agency for the Initial Work shall include language in substantially the following form:

“This [contract, agreement, invoice, bill or purchase order] is being entered into by [_____] (the “Agent”), as agent for and on behalf of the Nassau County Industrial Development Agency (the “Agency”) in connection with a certain project of the Agency for the Agent consisting of (1) the acquisition of an interest in a parcel of land located at [_____] , County of Nassau, New York (Section: [__]; Block: [__]; Lot: [__]) (collectively, the “Land”), (2) the renovation of the existing building on the Land (the “Building”), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the “Equipment”), all of the foregoing for use as a multi-tenant commercial and industrial facility (collectively, the “Project Facility”); provided, however, that nothing herein shall constitute an authorization to claim an exemption from sales and use taxes with respect to the acquisition or installation of any Equipment for subtenants or occupants (other than the Agent) of the Project Facility. The renovation and capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property to be incorporated or installed in the Project Facility which is the subject of this [contract, agreement, invoice, bill or purchase order] shall be exempt from the sales and use taxes levied by the State of New York and the County of Nassau if effected in accordance with the terms and conditions set forth in the attached Sales Tax Exemption Letter of the Agency, and the Agent hereby represents that this [contract, agreement, invoice, bill or purchase order] is in compliance with the terms of the Sales Tax Exemption Letter. This [contract, agreement, invoice, bill or purchase order] is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this [contract, agreement, invoice, bill or purchase order], the [vendor or contractor] hereby acknowledges and agrees to the terms and conditions set forth in this paragraph.”

4. The acquisition, renovation, improvement, installation and equipping of facilities, capital improvements, systems, trade fixtures, tangible personal property, equipment and machinery constituting the Initial Work shall be exempt from the sales and use taxes levied by the State of New York and the County of Nassau on the condition that (i) such materials and capital improvements are separately identifiable property of the Agency, and (ii) any capital machinery, equipment or other tangible personal property shall have a useful life of one year or more, and shall solely be for the use of the Company at and in the Project Facility, and for no other entity and at no other location, and shall be effected by and at the sole cost of the Company. The exemption provided under this letter shall not apply to the acquisition of: (i) inventory, (ii) rolling stock, (iii) any item of personalty having a useful life of less than one (1) year or which shall not constitute a tangible capital asset, (iv) plants, shrubs, trees, flowers, lawns or plants, (v) fine art or other similar decorative items, or (vi) motor vehicles, including any cars, trucks, vans or buses that are licensed by the Department of Motor Vehicles or similar agency for use on public highways or streets.

5. The Agency shall have no liability or performance obligations under any contract, agreement, invoice, bill or purchase order entered into by the Company, as agent for the Agency hereunder, and in the event liability should arise under any such contract, agreement, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company shall be the sole party liable thereunder.

6. By execution of its acceptance of the terms of this letter, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of this letter by the Company is and will be strictly for the purposes above stated.

7. Accordingly, until the earliest of (i) May 31, 2028, (ii) the completion of the Initial Work as provided in the Lease Agreement, (iii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Lease Agreement), and (iv) the termination of the Lease Agreement and/or revocation of the appointment of the Company as agent of the Agency (the earliest to occur of the foregoing, the "Termination Date"), all vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on this letter (or on a photocopy or fax of this letter) as evidence that purchases and leases of, and improvement and installation contracts relating to, the Initial Work, to the extent effected by the Company (or by a contractor or subcontractor engaged by the Company) as agent for the Agency, are exempt from all New York State and Nassau County sales and use taxes.

8. The Company covenants and agrees that upon the occurrence of the Termination Date, the Company will immediately deliver this letter back to the Agency.

9. Any vendor, lessor, licensor or contractor that does not collect otherwise applicable sales or use tax in reliance upon this letter, shall be deemed to have acknowledged and agreed to the provisions of Paragraph 3 hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, invoice, bill or purchase order entered into with the Company.

10. This letter is provided solely for the purpose of securing exemptions from New York State and Nassau County sales and use taxes for the Initial Work only. No other principal/agent relationship is intended or may be implied or inferred from this letter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Joseph J. Kearney

Title: Executive Director

ACCEPTED AND AGREED TO BY:

GSM LI LLC

By: _____

Rubin Schron

President

ICA LI LLC

By: _____

Abraham Fruchthandler

President

SAFLI LLC

By: _____

Joshua Safrin

President

FED LI LLC

By: _____

Bruce Federman

President

GSM JOHN LLC

By: _____
Rubin Schron
President

ICA JOHN LLC

By: _____
Abraham Fruchthandler
President

SAF JOHN LLC

By: _____
Joshua Safrin
President

FED JOHN LLC

By: _____
Bruce Federman
President

GSM 270-280 LLC

By: _____
Rubin Schron
President

ICA 270-280 LLC

By: _____
Abraham Fruchthandler
President

SAF 270-280 LLC

By: _____
Joshua Safrin
President

FED 270-280 LLC

By: _____
Bruce Federman
President

GSM 290 LLC

By: _____
Rubin Schron
President

ICA 290 LLC

By: _____
Abraham Fruchthandler
President

SAF 290 LLC

By: _____
Joshua Safrin
President

FED 290 LLC

By: _____
Bruce Federman
President

GSM 119 LLC

By: _____
Rubin Schron
President

ICA 119 LLC

By: _____
Abraham Fruchthandler
President

SAF 119 LLC

By: _____
Joshua Safrin
President

FED 119 LLC

By: _____
Bruce Federman
President

EXHIBIT A

INITIAL WORK

See Attached

DESCRIPTION OF CAPITAL IMPROVEMENT PROGRAM

OVERVIEW

The breakdown between the Nassau – Suffolk properties is 43% Nassau / 57% Suffolk generally based on the ratio of 1.5 Million SF in Nassau to 2.0 Million SF in Suffolk. This translates to the projection to spend \$20 million in Suffolk County and \$15 million in Nassau County—a total of approximately \$35 Million in Capital Improvements.

The \$15 Million Capital Improvement Budget for Nassau County is generally set forth below:

- \$3 million for alterations to the facades of the buildings
- \$3 million for repair and alterations to the roofs on the portfolio of buildings
- \$1.5 million on parking fields, site and drainage
- \$4.5 million to implement electric and energy conservation measures
- \$1.5 million to update HVAC systems
- \$1.5 million to be used for interior upgrades

\$10 Million (collectively for both Nassau & Suffolk properties) has already been set aside for these purposes, and the balance of \$25 Million (collectively for both Nassau & Suffolk properties) will be funded by the Applicant to keep pace with the improvements. It is important to note that these are conservative projections, and subject to additional work that may be required for specific tenant installations as currently vacant space is leased, the actual spending in each county could possibly be as much as \$10 Million higher. Therefore, the IDA documents should provide some flexibility relating to sales tax exemptions for this potential increase in spending.

Our projections are based on completing the improvements over a 5 year period, spending on average, \$3 Million per year in Nassau. There are 13 buildings in Nassau County. The projects relating to facades, roofs, windows (envelope alterations) and site (parking fields, landscaping, drainage) are all subject to weather conditions that generally permit about 7 or 8 months of work per year. This accounts for approximately half of the alteration projects. The alteration projects to the Mechanical, Electrical and interior spaces are all related to and dependent upon tenant requirements, and therefore the lease up schedule. Subject to the leasing market and weather conditions, it is our hope to complete this program in 3-5 years.

The alterations will begin with the buildings that have the greatest vacancies and will be conducted to have the least disruption to the existing building tenants. Note that this alteration program is made up of 6 categories of projects for each property, plus additional tenant improvement projects that cannot be specified before the new tenants contract to lease space. Accordingly, we anticipate approximately 100 alterations sub-projects in Nassau.

Attached is the detailed 2013-2014 Phase I Capital Spending Programs for Nassau County properties as well as the 5 year projection for Nassau County showing the anticipated overview of spending for the Capital Improvement Program.

CAPITAL PROJECT BUDGET

NASSAU PROPERTIES

YEAR 1 - 2013/14

PHASE I CAPITAL IMPROVEMENT BUDGET –NASSAU COUNTY

The Phase 1 Capital Improvement Budget for year one (2013/14) has been approved by management and is approximately four (4) million dollars. Year one's budget is set to begin with buildings with the greatest vacancies and with the idea of attracting new tenants and new jobs to the County. Management has met with LIPA to review upgrades (electrical and energy savings programs) to the buildings and has received positive feedback to implement our plan. Tenant Improvement and Interior Upgrades will be in addition to the Phase 1 budget as leasing activity escalates.

Description of Capital Project Improvements:

1.) Parking Lots, Site & Drainage:

- **Mix in place, all existing asphalt**
- **Grade and compact base material and remove excess**
- **Adjust any castings to new grade – install new drywells**
- **Pave lot using 2" NYS Type 6 Asphalt and compact using rollers**
Stripe Lot and landscape borders

2.) Roofs:

- **Cut out and patch blisters and/or air pockets and broom sweep roof surface**
- **Apply asphalt primer where necessary**
- **Install Soprema-Solralene Flam 180 granule surface modified bitumen roofing system**
- **Flash and terminate rooftop projections**
- **Install new penetration pockets and fill with pourable sealant where necessary**
- **Fabricate and install new aluminum (.40' gauge) coping/capping/gravel stop to perimeter edge**
- **Non-functional rooftop equipment removal and install new roof drains as needed**

3.) HVAC:

Replace rooftop HVAC units with high efficiency rooftop units equipped with factory economizers and factory-made adapter curbs. The new equipment shall meet the requirements of the LIPA REP program

4.) **Facades:**

Exterior renovations shall include EIFS build-out/bump-out designs which will include the installation of steel framing, densglass sheathing, stucco finish coats and crown and trim moldings to create a more finished look

5.) **Interior Upgrades:**

Building renovations include new lobbies, restrooms and interior corridors with new ceiling and lighting plans. Tenant upgrades & renovations will be done in accordance with tenant's requirements

6.) **Electric/Energy Conservation:**

Warehouse Lighting to be replaced with T5HO Hi Bay lamps and the Office Lighting to be replaced with T8 841k CEE approved bulbs and ballasts. Subscribing in LIPA's Feed-In-Tariff Program for producing electricity from Solar on rooftops

CAPITAL PROJECT BUDGET

NASSAU PROPERTIES

YEAR 1 - 2013/14

CAPITAL PROJECT BUDGET

NASSAU PROPERTIES

5 YEAR PLAN

CAPITAL PROJECT BUDGET (5 YEAR PLAN)										
	BID #	Address	Town	RSF	Parking Lots & Site	Roofs	NYAC	Facades	Interior Upgrades	Electric / Energy
NASSAU	HI 1158	270 Duffy Avenue	Hicksville	136,302	\$130,000.00	\$372,000.00	\$78,000.00	\$136,000.00	\$84,500.00	\$217,600.00
NASSAU	HI 1159	280 Duffy Avenue	Hicksville	50,000	\$120,000.00	\$180,000.00	\$72,000.00	\$150,000.00	\$78,000.00	\$240,000.00
NASSAU	HI 1185	290 Duffy Avenue	Hicksville	56,697	\$120,000.00	\$198,000.00	\$72,000.00	\$165,000.00	\$78,000.00	\$264,000.00
NASSAU	HI 1380	325 Duffy Avenue	Hicksville	96,975	\$150,000.00	\$100,000.00	\$90,000.00	\$188,000.00	\$97,500.00	\$300,800.00
NASSAU	HI 1381	600 West John Street	Hicksville	211,476	\$320,000.00	\$400,000.00	\$192,000.00	\$320,000.00	\$208,000.00	\$512,000.00
NASSAU	HI 9000	230 Duffy Avenue	Hicksville	125,810	\$130,000.00	\$125,000.00	\$78,000.00	\$200,000.00	\$84,500.00	\$320,000.00
NASSAU	NA 1100	One Underhill Road	Glen Head	14,334	\$60,000.00	\$40,000.00	\$36,000.00	\$42,000.00	\$39,000.00	\$67,200.00
NASSAU	NA 1160	675 Underhill Boulevard	Syosset	238,638	\$460,000.00	\$180,000.00	\$276,000.00	\$400,000.00	\$299,000.00	\$640,000.00
NASSAU	NA 1164	99 Lafayette Drive	Syosset	223,908	\$320,000.00	\$240,000.00	\$192,000.00	\$240,000.00	\$208,000.00	\$384,000.00
NASSAU	NA 1177	6851 Jericho Turnpike	Syosset	145,162	\$320,000.00	\$140,000.00	\$192,000.00	\$300,000.00	\$208,000.00	\$480,000.00
NASSAU	NA 1179	79 Express Street	Plainview	72,038	\$120,000.00	\$80,000.00	\$72,000.00	\$120,000.00	\$78,000.00	\$192,000.00
NASSAU	NA 7172	95 Sea view Boulevard	Port Washington	51,995	\$90,000.00	\$50,000.00	\$54,000.00	\$110,000.00	\$58,500.00	\$176,000.00
	NASSAU TOTAL			1481235	\$2,340,000.00	\$2,108,000.00	\$1,404,000.00	\$2,371,000.00	\$1,821,000.00	\$3,783,600.00

EXHIBIT F

TERMINATION OF SUBLEASE AGREEMENT

WHEREAS, the Persons listed as Owner(s) on Schedule A hereto (collectively, the "Company"), as subtenant, and the Nassau County Industrial Development Agency (the "Agency"), as sublandlord, entered into a master sublease agreement dated as of June 1, 2013 (the "Lease Agreement") pursuant to which, among other things, the Agency subleased the Project Facility (as defined in the Lease Agreement) to the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company and the Agency agreed that the Lease Agreement would terminate on the earlier to occur of (1) December 31, 2029 or (2) the date the Lease Agreement would terminate pursuant to Article X or Article XI of the Lease Agreement; and

WHEREAS, the Company and the Agency now desires to evidence the termination of the Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Lease Agreement has terminated as of the dated date hereof; provided, however, that, as provided in Section 12.7 of the Lease Agreement, certain obligations of the Company shall survive the termination of the Lease Agreement, and the execution of this termination of sublease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Sections 11.4 and 12.7 of the Lease Agreement.

IN WITNESS WHEREOF, the Company and the Agency have signed this termination of sublease agreement and caused same to be dated as of the __ day of _____, ____.

[_____]

By: _____
Authorized Officer

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY [if applicable
but not required]

By: _____
Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT G
FORMS OF ANNUAL
EMPLOYMENT REPORT

EMPLOYMENT PLAN STATUS REPORT

COMPANY NAME: _____

ADDRESS: _____

TYPE OF BUSINESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

<u>Occupation</u>	<u>Number of New Jobs</u>	<u>Number Listed¹</u>	<u>Number Filled</u>	
			<u>Community Services Division Applicants</u>	<u>Job Training Partnership Act eligible persons</u>

^{1/} With local Community Services Division and local service delivery office created pursuant to the Job Training Partnership Act.

This information is reported to the Office of the New York State Comptrollers/Division of
Municipal Affairs Office and as such the information is required to be accurate.

Contact Person:		Actual Number of Employees as of 12/31/___: Average Annual Salary of Employees Retained:	F/T/E \$	
Address of Home Office: Phone & Fax:		20__ Total Annual Payroll Dollar Amount:	\$	Construction Jobs Created During 20__: F/T/E
# of Employees before the IDA project:	F/T/E	Actual # of New Employees Hired in Fiscal Year 20__: Average Annual Salary of Employees Hired:	F/T/E \$	Average Annual Salary of 20__ Construction Jobs: \$

Please attach (1) the fourth quarter form NYS-45 filed with New York State Employment Taxation Department indicating number of employees, and (2) the Undersigned's annual payroll report for year ending 12/31/__. *It is not necessary to include Part C.* Undersigned, hereby confirms that no leases, subleases or other arrangements permitting the use or occupancy of the facilities subject to this report are in existence, except those expressly authorized in writing by the Nassau County Industrial Development Agency. Undersigned, hereby confirms that no Event of Default under the Transaction Document has occurred and is continuing.

Projects that received Sales Tax Benefits in 20__ are required to complete the attached ST-340 form and include a copy of it with this report upon return. The original ST-340 must be filed with the NYS Department of Taxation and Finance, by the undersigned, no later than February 11th.

Print Name & Title

Signature

Acknowledgement to be completed by a Notary Public
State of _____ County of _____, On the ___ day of ___ in the year ____ before me the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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, capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC (Please sign and affix stamp)

RETURN TO: NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
1550 FRANKLIN AVENUE-SUITE 235
MINEOLA, NY 11501

Attn: Colleen Pereira
****due no later than February 11, 20__**

EXHIBIT H
SCHEDULE OF PRE-CLOSING LEASES

See Attached

Long Island Industrial Management LLC

Nassau County Tenant List

270 Duffy Avenue, Hicksville, NY

HI1158	-270K	CULICOVER & SHAPIRO INC.
HI1158	-264	ARSTAN PRODUCTS INTERNATIONAL
HI1158	-CABLE	CABLEVISION LIGHTPATH, INC.
HI1158	-270C	MANAGED RX PLANS, INC.
HI1158	-278	SAM ASH MUSIC CORP.
HI1158	-270B/F	INTECH INC.
HI1158	-270H	GIM ELECTRONICS & NSA COMP.EXCH CORP
HI1158	-266	IC INTERNATIONAL, INC.
HI1158	-270M	D.A WAREHOUSE ASSOCIATES, INC.
HI1158	-270N	NETWOLVES CORPORATION
HI1158	-270D	PRINCE ASSOCIATES, INC.
HI1158	-274	NEW FACES DEVELOPMENT CENTER, INC.
HI1158	-270J	ADVANCED PAYMENT SYSTEMS
HI1158	-270L	NYB DISTRIBUTORS INC.
HI1158	-278B	OR TZEDAKA LLC

280 Duffy Avenue, Hicksville, NY

HI1159	-280B+C	SUPERTRENDS, INC.
HI1159	-280A	CAMBRIDGE KITCHEN MANUFACTURING LLC

290 Duffy Avenue, Hicksville, NY

HI1185 -D DAILY NEWS, LP
HI1185 -F LYNX CREATIVE GROUP, LTD.
HI1185 -B&G GREENVIEW PRODUCTS CORP.
HI1185 -A CREATIVE CLOSET & DESIGN, INC.
HI1185 -H PORTADECOR, INC.

325 Duffy Avenue, Hicksville, NY

HI1380 -C ARROW LOCK MANUFACTURING CO IN
HI1380 -CABLE CSC HOLDINGS & CABLEVISION
HI1380 -A EXPEDITE VIDEO CONFERENCING, INC.
HI1380 -D&E S & K DISTRIBUTION, LLC
HI1380 -CABLE 2 OPEN ACCESS ACQUISITION LLC
HI1380 -B ROYALE LINENS INC.

600 West John Street, Hicksville, NY

HI1381 -140 NEWSDAY LLC
HI1381 -230 WATCHDOG PATROLS, INC.
HI1381 -200 JOSEPH ELETTO TRANSFER, INC.
HI1381 -210 JOSEPH ELETTO TRANSFER, INC.
HI1381 -120 EMPIRE SPORTS, LLC
HI1381 -120A EMPIRE SPORTS, LLC
HI1381 -120B EMPIRE SPORTS, LLC
HI1381 -150A AMERICAN BUILDERS AND CONT SUPPLY CO

HI1381 -150 SID HARVEY INDUSTRIES

230 Duffy Avenue, Hicksville, NY

HI9000 -C T2 ASSET GROUP LLC

HI9000 -A IKEA PROPERTY, INC.

One Underhill Road, Glen Head, NY

NA1100 -A YARDI SYSTEMS INC.

575 Underhill Boulevard, Syosset, NY

NA1160 -CABLE CABLEVISION LIGHTPATH, INC.

NA1160 -214 DRS. MILLER & KIRSCHEN

NA1160 -140 AVRUTINE & ASSOCIATES, PLLC

NA1160 -216 MICHAEL SKURNIK WINES, INC.

NA1160 -105 SYOSSET DENTAL WORK, P.C.

NA1160 -SWCOR NASSAU EDUCATORS FEDERAL CREDI

NA1160 -NORTH QUEST DIAGNOSTICS

NA1160 -155 DOREEN JEWELRY, INC.

NA1160 -EAST ALFIERI PAINTING

NA1160 -224 RJM ACQUISITIONS LLC

NA1160 -100 NEWMAN, NEWMAN & KAUFMAN, LLP

NA1160 -132 PROFILE MAILING SERVICES, INC./TIARA

NA1160 -126 OSTEOPATHIC MANIPULATIVE MED

NA1160 -215 DARREN GRUNBERG

NA1160 -205 STEINBACH & SEKULER, AND DEC CO

NA1160	-FEDEX	FEDERAL EXPRESS CORPORATION
NA1160	-112	JEFFREY S. SHEIN & ASSOCIATES
NA1160	-208	U.S. BROKERAGE SERVICES, LTD.
NA1160	-325	ULTIMATE GAGA I LLC
NA1160	-209	CYBER-DILIGENCE, INC.
NA1160	-118	BORGES & ASSOCIATES, LLC
NA1160	-104	DAVID MORSE & ASSOCIATES, INC.
NA1160	-222	SANTEMMA & DEUTSCH LLC
NA1160	-160	MOTHER KELLYS EAST, LLC
NA1160	-200	LONG ISLAND INDUSTRIAL MGMT LLC
NA1160	-110	NATL MKT SERV & THE REAL ESTATE BK
NA1160	-120	FROZEN ROPES SYOSSET, LLC
NA1160	-128	JILL A. BRESSLER, M.D. PLLC
NA1160	-100A	MICHAEL SKURNIK WINES, INC.
NA1160	-116	REPAIR EXPO INC.
NA1160	-207	DIRECT ACCESS MARKETING SERVICES, INC.
NA1164	-229	INFRARED REMOTE SOLUTIONS
NA1164	-179	NATIONAL READING STYLES INSTIT
<u>99 Lafayette Drive, Syosset, NY</u>		
NA1164	-199	HAYNES LAND SURVEYORS& ISL WDE
NA1164	-99	BALCO INDUSTRIES, INC.

NA1164	-149	KEYSTONE AUTOMOTIVE INDUSTRIES
NA1164	-139	INTERAMERICAN MOTOR CORPORATION
NA1164	-159	BUFFALO DENTAL MFG. CO., INC.
NA1164	-129	ALCATEL-LUCENT USA INC.
NA1164	-119	FASHIONCRAFT-EXCELLO INC.
NA1164	-169	LESLIE DIGITAL IMAGING
NA1164	-219	M.K. ART, INC.
NA1164	-PK	NORTH SHORE COMMUNITY SERVICES, INC.
NA1164	-189	REAL FITNESS CORP/FULL MOTION WELLNESS, INC.

6851 Jericho Turnpike, Syosset, NY

NA1177	-CABLE	CABLEVISION LIGHTPATH, INC.
NA1177	-160	SHOGYO INTERNATIONAL CORP.
NA1177	-215	MILLENNIUM ALLIANCE GROUP, LLC
NA1177	-260	DCI-DESIGN COMMUNICATIONS, INC.
NA1177	-250	HAMMILL,O'BRIEN,CROUTIER,DEMP
NA1177	-220	MULLOOLY,JEFFREY,ROONEY&FLYNN
NA1177	-115	DCI-DESIGN COMMUNICATIONS, INC.
NA1177	-175	VAL'S CAFE
NA1177	-110/170	NORTH HILLS SIGNAL PROCESSING CORP.
NA1177	-235	PRECISION PHYSICAL THERAPY, LLC
NA1177	-255	SKYWIRE COMMUNICATIONS

NA1177	-107	DCI-DESIGN COMMUNICATIONS, INC.
NA1177	-205	JOBEXPO.COM INC.
NA1177	-140	AVITAR SOLUTIONS
NA1177	-225	AMERICAN ECONOMIC ADVOCATES, LLC
NA1177	-270	PAUL GLOBAL BENEFITS, INC.
NA1177	-185	LONG STREET HOME EQUITY CORP
NA1177	-200	ERGONOMIC TECHNOLOGIES CORP.

One Fairchild Court, Plainview, NY

NA1178	-CABLE	CABLEVISION LIGHTPATH, INC.
NA1178	-200B	LANCER INSURANCE COMPANY
NA1178	-400	LASER IMAGE CORP.
NA1178	-290	S.H.M. SALES ASSOCIATES, INC.
NA1178	-340A	PKB TELECOMMUNICATIONS, LTD
NA1178	-PRKNGLT	PETRO, INC.
NA1178	-360	SATTLER MULLADY LLC
NA1178	-130	FUSION ARCHITECTURE, PLLC
NA1178	-100	EMERALD SERVICES, INC.
NA1178	-230	LASER IMAGE CORP.
NA1178	-110	ATLO, LLC
NA1178	-120	D.L. CARR DISTRIBUTORS, INC.
NA1178	-140	NATURE'S FAVOR INC.

NA1178 -270 LASER IMAGE CORP.

79 Express Street, Plainview, NY

NA1179 -D LIEBERT CORPORATION

NA1179 -A TOTAL MACHINE SOLUTIONS, INC.

NA1179 -G CRAIG'S COFFEE IMPORTS, INC.

NA1179 -H HILLROM COMPANY

NA1179 -F AK PRODUCTS

NA1179 -B AK PRODUCTS

NA1179 -I GV FLOORS, LLC

NA1179 -E PERFUME CENTER OF AMERICA INC.

95 Seaview Boulevard, Port Washington, NY

NA7172 -100 DUPLEX ELECTRICAL SUPPLY CORP.

NA7172 -104 PINKAPPLE, INC.

NA7172 -101 DUPLEX ELECTRICAL SUPPLY CORP.

NA7172 -103 STUDIO HONG PHOTO INT'L., INC.

NA7172 -205 STUDIO HONG PHOTO INT'L., INC.

NA7172 -200 STUDIO HONG PHOTO INT'L., INC.

NA7172 -202/203 INTRANS GROUP, INC.

**EXHIBIT I
FORM OF SUBTENANT SURVEY**

In order to verify compliance with Section 9.3 of the Master Sublease Agreement, dated as of June 1, 2013 (the "Lease Agreement"), between the Nassau County Industrial Development Agency (the "Agency") and the undersigned, an Authorized Representative of GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC, GSM John LLC, ICA John LLC, SAF John LLC, FED John LLC, GSM 270-280 LLC, ICA 270-280 LLC, SAF 270-280 LLC, FED 270-280 LLC, GSM 290 LLC, ICA 290 LLC, SAF 290 LLC, FED 290 LLC, GSM 119 LLC, ICA 119 LLC, SAF 119 LLC, FED 119 LLC (collectively, the "Companies"), please list all subtenants occupying space in your facility and the corresponding information in complete form by **February 1, 20__**.

FAILURE TO SUPPLY THIS INFORMATION BY THE ABOVE STATED DUE DATE WILL CONSTITUTE AN EVENT OF DEFAULT PURSUANT TO SECTION 10.1 OF THE LEASE AGREEMENT.

Subtenant	Floor	Square Feet Leased	Lease Begins	Lease Ends

I, the undersigned hereby certify to the best of my knowledge and belief, that the information reported above is true and complete. I understand that this information is submitted pursuant to the requirements of the Lease Agreement.

Designated Representative of the Obligor (please print): _____

Signature: _____

Date: _____

Please submit the completed form to: Nassau County Industrial Development Agency
1550 Franklin Avenue, Suite 235
Mineola, NY 11501
Attn: Executive Director

EXHIBIT J

RESERVED

SCHEDULE A

LIST OF PROJECT FACILITY PROPERTIES

<u>Address</u>	<u>Owner(s)</u>	<u>Tax Map Identification No.</u>
230 Duffy Avenue, Hicksville	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	11/G/187
260-270 Duffy Avenue, Hicksville	GSM 270-280 LLC, ICA 270-280 LLC, SAF 270-280 LLC, FED 270-280 LLC	11/G/148
280 Duffy Avenue, Hicksville	GSM 270-280 LLC, ICA 270-280 LLC, SAF 270-280 LLC, FED 270-280 LLC	11/G/191
290 Duffy Avenue, Hicksville	GSM 290 LLC, ICA 290 LLC, SAF 290 LLC, FED 290 LLC	11/G/190
325 Duffy Avenue, Hicksville	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	11/H/112 & 484
600 West John Street, Hicksville	GSM John LLC, ICA John LLC, SAF John LLC, FED John LLC	11/499/110
575 Underhill Boulevard, Syosset	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	15/169/20
6851 Jericho Turnpike, Village of Muttontown	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	15/A/2070
99 Lafayette Drive, Syosset	GSM John LLC, ICA John LLC, SAF John LLC, FED John LLC	15/E/172
79 Express Street, Hicksville	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	13/83/94
1 Fairchild Court, Plainview	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	13/117/1
95 Seaview Boulevard, Port Washington	GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC	6/89/52
1 Underhill Road, Glen Head	GSM 119 LLC, ICA 119 LLC, SAF 119 LLC, FED 119 LLC	21/S/314, 316 & 819

SCHEDULE B

LIST OF BANK LOAN DOCUMENTS

1. Amended, Restated and Consolidated Promissory Note dated December 28, 2006, in the original principal amount of \$305,000,000.00 (the "**Note**"), executed by and GSM LI LLC, ICA LI LLC, SAF LI LLC, FED LI LLC, GSM JOHN LLC, ICA JOHN LLC, SAF JOHN LLC, FED JOHN LLC, GSM 717-725 LLC, ICA 717-725 LLC, SAF 717-725 LLC, FED 717-725 LLC, GSM 270-280 LLC, ICA 270-280 LLC, SAF 270-280 LLC, FED 270-280 LLC, GSM 290 LLC, ICA 290 LLC, SAF 290 LLC, FED 290 LLC, GSM SPENCE LLC, ICA SPENCE LLC, SAF SPENCE LLC, FED SPENCE LLC, GSM 119 LLC, ICA 119 LLC, SAF 119 LLC, FED 119 LLC (collectively, the "**Borrower**") in favor of Goldman Sachs Commercial Mortgage Capital, L.P. ("**Original Lender**"), and now held by U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, not in its individual capacity but solely in its capacity as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2007-GG9, Commercial Mortgage Pass-Through Certificates, Series 2007-GG9 ("**Bank**").
2. That certain Loan Agreement dated as of December 28, 2006 (the "**Loan Agreement**") by and among Borrower and Original Lender, as assigned to Bank, as modified by that certain First Loan Modification Agreement dated as of July 6, 2012, between Borrower and GCCFC 2007-GG9 Hicksville Industrial, LLC, a Florida limited liability company ("**Bank Affiliate**"), together with a Joinder By and Agreement of Guarantor ("**Guarantor Joinder**") executed by Rubin Schron and Abraham Fruchthandler ("**Guarantor**"), and that certain Second Loan Modification and Consent Agreement dated as of June ___, 2013, between the Borrower and the Bank, with a Joinder by the Guarantor.
3. That certain Environmental Indemnity Agreement dated as of December 28, 2006 by Borrower, Rubin Schron, and Abraham Fruchthandler in favor of Original Lender, as assigned to Bank.
4. That certain Consent and Assignment of Manager and Subordination of Property Management Agreement dated as of December 28, 2006 made by Long Island Industrial Management LLC for the benefit of Original Lender, as assigned to Bank.
5. That certain Cash Management Agreement dated as of December 28, 2006 by and among Lasalle Bank National Association, Borrower, and Original Lender, as assigned to Bank.
6. That certain Three Party Agreement Relating to Lockbox Services dated as of December 28, 2006 by and among Borrower, Original Lender and HSBC Bank USA, National Association, as Lockbox Bank, as assigned to Bank
7. That certain Contribution Agreement dated as of December 28, 2006 made by Borrower for the benefit of Original Lender, as assigned to Bank.

8. That certain Post Closing Matters Agreement dated as of December 28, 2006 made by Borrower for the benefit of Original Lender, as assigned to Bank.
9. That certain Cooperation Agreement dated as of December 28, 2006 by and among Borrower, Rubin Schron, Abraham Fruchthandler and Original Lender, as assigned to Bank.
10. That certain Indemnity dated as of December 28, 2006 made by Borrower, Rubin Schron, and Abraham Fruchthandler in favor of Original Lender (the "**Lease Guaranty**"), as assigned to Bank.
11. Those certain mortgages described in the Title Policy, as assigned to Bank, as amended by or including that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Other Loan Documents Modification Agreement executed and acknowledged by Bank Affiliate and Borrower recorded or to be recorded in the Public Records of Suffolk County, New York and in the Public Records of Nassau County, New York (collectively, the "**Records**"), together with a copy of the Section 255 Affidavits executed by Borrower as further modified by that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Other Loan Documents Second Modification Agreement executed and acknowledged by Bank and Borrower to be recorded in the Records, together with a copy of the Section 255 Affidavits executed by Borrower, as ratified, corrected and confirmed pursuant to the terms of that certain Ratification and Confirmation Agreement of the Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Other Loan Documents, recorded or to be recorded in the Records, and any subsequent modifications, substitutions thereof made and entered into in connection with the Sublease any modifications thereof made and entered into in connection with the Sublease.
12. Numerous UCC financing statements filed with the Delaware Secretary of State and in Suffolk County and Nassau County, as assigned to Bank
13. Pledge and Security Agreement executed by all members of Borrower in favor of Bank Affiliate, as assigned to Bank.

As all of the same may be further amended, restated, supplemented or otherwise modified from time to time; provided, however, that any amendments, restatements, supplements or other modifications of same shall not materially and adversely affect the rights and obligations of the Agency and the Companies as set forth in this Lease and the other Transaction Documents as between the Agency and the Companies.

SCHEDULE C
DESCRIPTION OF INITIAL WORK

See Attached

DESCRIPTION OF CAPITAL IMPROVEMENT PROGRAM

OVERVIEW

The breakdown between the Nassau – Suffolk properties is 43% Nassau / 57% Suffolk generally based on the ratio of 1.5 Million SF in Nassau to 2.0 Million SF in Suffolk. This translates to the projection to spend \$20 million in Suffolk County and \$15 million in Nassau County—a total of approximately \$35 Million in Capital Improvements.

The \$15 Million Capital Improvement Budget for Nassau County is generally set forth below:

- \$3 million for alterations to the facades of the buildings
- \$3 million for repair and alterations to the roofs on the portfolio of buildings
- \$1.5 million on parking fields, site and drainage
- \$4.5 million to implement electric and energy conservation measures
- \$1.5 million to update HVAC systems
- \$1.5 million to be used for interior upgrades

\$10 Million (collectively for both Nassau & Suffolk properties) has already been set aside for these purposes, and the balance of \$25 Million (collectively for both Nassau & Suffolk properties) will be funded by the Applicant to keep pace with the improvements. It is important to note that these are conservative projections, and subject to additional work that may be required for specific tenant installations as currently vacant space is leased, the actual spending in each county could possibly be as much as \$10 Million higher. Therefore, the IDA documents should provide some flexibility relating to sales tax exemptions for this potential increase in spending.

Our projections are based on completing the improvements over a 5 year period, spending on average, \$3 Million per year in Nassau. There are 13 buildings in Nassau County. The projects relating to facades, roofs, windows (envelope alterations) and site (parking fields, landscaping, drainage) are all subject to weather conditions that generally permit about 7 or 8 months of work per year. This accounts for approximately half of the alteration projects. The alteration projects to the Mechanical, Electrical and interior spaces are all related to and dependent upon tenant requirements, and therefore the lease up schedule. Subject to the leasing market and weather conditions, it is our hope to complete this program in 3-5 years.

The alterations will begin with the buildings that have the greatest vacancies and will be conducted to have the least disruption to the existing building tenants. Note that this alteration program is made up of 6 categories of projects for each property, plus additional tenant improvement projects that cannot be specified before the new tenants contract to lease space. Accordingly, we anticipate approximately 100 alterations sub-projects in Nassau.

Attached is the detailed 2013-2014 Phase I Capital Spending Programs for Nassau County properties as well as the 5 year projection for Nassau County showing the anticipated overview of spending for the Capital Improvement Program.

CAPITAL PROJECT BUDGET

NASSAU PROPERTIES

YEAR 1 - 2013/14

PHASE I CAPITAL IMPROVEMENT BUDGET –NASSAU COUNTY

The Phase 1 Capital Improvement Budget for year one (2013/14) has been approved by management and is approximately four (4) million dollars. Year one's budget is set to begin with buildings with the greatest vacancies and with the idea of attracting new tenants and new jobs to the County. Management has met with LIPA to review upgrades (electrical and energy savings programs) to the buildings and has received positive feedback to implement our plan. Tenant Improvement and Interior Upgrades will be in addition to the Phase 1 budget as leasing activity escalates.

Description of Capital Project Improvements:

1.) Parking Lots, Site & Drainage:

- **Mix in place, all existing asphalt**
- **Grade and compact base material and remove excess**
- **Adjust any castings to new grade – install new drywells**
- **Pave lot using 2" NYS Type 6 Asphalt and compact using rollers**
Stripe Lot and landscape borders

2.) Roofs:

- **Cut out and patch blisters and/or air pockets and broom sweep roof surface**
- **Apply asphalt primer where necessary**
- **Install Soprema-Solralene Flam 180 granule surface modified bitumen roofing system**
- **Flash and terminate rooftop projections**
- **Install new penetration pockets and fill with pourable sealant where necessary**
- **Fabricate and install new aluminum (.40' gauge) coping/capping/gravel stop to perimeter edge**
- **Non-functional rooftop equipment removal and install new roof drains as needed**

3.) HVAC:

Replace rooftop HVAC units with high efficiency rooftop units equipped with factory economizers and factory-made adapter curbs. The new equipment shall meet the requirements of the LIPA REP program

4.) **Facades:**

Exterior renovations shall include EIFS build-out/bump-out designs which will include the installation of steel framing, densglass sheathing, stucco finish coats and crown and trim moldings to create a more finished look

5.) **Interior Upgrades:**

Building renovations include new lobbies, restrooms and interior corridors with new ceiling and lighting plans. Tenant upgrades & renovations will be done in accordance with tenant's requirements

6.) **Electric/Energy Conservation:**

**Warehouse Lighting to be replaced with T5HO Hi Bay lamps and the Office Lighting to be replaced with T8 841k CEE approved bulbs and ballasts.
Subscribing in LIPA's Feed-In-Tariff Program for producing electricity from Solar on rooftops**

CAPITAL PROJECT BUDGET

NASSAU PROPERTIES

YEAR 1 - 2013/14

CAPITAL PROJECT BUDGET

NASSAU PROPERTIES

5 YEAR PLAN

CAPITAL PROJECT BUDGET (5 YEAR PLAN)										
	BID #	Address	Town	RSF	Parking Lots & Site	Roofs	HVAC	Facades	Interior Upgrades	Electric /Energy
Nassau	HI 1158	270 Duffy Avenue	Hicksville	136,302	\$130,000.00	\$372,000.00	\$78,000.00	\$136,000.00	\$84,500.00	\$217,600.00
Nassau	HI 1159	280 Duffy Avenue	Hicksville	50,000	\$120,000.00	\$180,000.00	\$72,000.00	\$150,000.00	\$78,000.00	\$240,000.00
Nassau	HI 1185	280 Duffy Avenue	Hicksville	56,697	\$120,000.00	\$198,000.00	\$72,000.00	\$165,000.00	\$78,000.00	\$264,000.00
Nassau	HI 1380	325 Duffy Avenue	Hicksville	96,975	\$150,000.00	\$100,000.00	\$90,000.00	\$188,000.00	\$97,500.00	\$300,800.00
Nassau	HI 1381	600 West John Street	Hicksville	211,476	\$320,000.00	\$400,000.00	\$192,000.00	\$320,000.00	\$208,000.00	\$512,000.00
Nassau	HI 9000	230 Duffy Avenue	Hicksville	125,810	\$130,000.00	\$125,000.00	\$78,000.00	\$200,000.00	\$84,500.00	\$320,000.00
Nassau	NA 1100	One Underhill Road	Glen Head	14,334	\$60,000.00	\$40,000.00	\$36,000.00	\$42,000.00	\$39,000.00	\$67,200.00
Nassau	NA 1160	575 Underhill Boulevard	Syosset	238,638	\$460,000.00	\$180,000.00	\$276,000.00	\$400,000.00	\$299,000.00	\$640,000.00
Nassau	NA 1164	99 Lafayette Drive	Syosset	223,908	\$320,000.00	\$240,000.00	\$192,000.00	\$240,000.00	\$208,000.00	\$384,000.00
Nassau	NA 1177	6851 Jericho Turnpike	Syosset	145,162	\$320,000.00	\$140,000.00	\$192,000.00	\$300,000.00	\$208,000.00	\$480,000.00
Nassau	NA 1179	79 Express Street	Plainview	72,038	\$120,000.00	\$80,000.00	\$72,000.00	\$120,000.00	\$78,000.00	\$192,000.00
Nassau	NA 7172	95 Sea view Boulevard	Port Washington	51,995	\$90,000.00	\$50,000.00	\$54,000.00	\$110,000.00	\$58,500.00	\$176,000.00
		NASSAU TOTAL		1481235	\$2,340,000.00	\$2,105,000.00	\$1,404,000.00	\$2,371,000.00	\$1,521,000.00	\$3,793,600.00