

M.P.A. OWNERS, LLC

and

AX3 CAPITAL LLC

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT
TO SUBLEASE AGREEMENT

Dated as of March 25, 2022

Section: 10
Block: 99
Lot: 76, 78, 177 & 182

Record and Return to:
Harris Beach PLLC
333 Earle Ovington Blvd
Suite 901
Uniondale, NY 11553
Attn: Andrew Komaromi, Esq.

**ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT
SUBLEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "Amendment") dated as of March 25, 2022 (the "Effective Date"), by and among 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 One West Street, 4th floor, Mineola, NY 11501 (the "Agency"), M.P.A. OWNERS, LLC, a limited liability company duly organized and existing under the laws of the State of New York, having an office at 157 Gazza Boulevard, Farmingdale, NY 11735 (the "Assignor" or the "Applicant"), and AX3 Capital LLC, a limited liability company duly organized and existing under the laws of the State of New York, having an office at 127 North Broadway, Hicksville, NY 11801 (the "Company" or "Assignee").

RECITALS:

WHEREAS, Applicant submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in a parcel of land located at 157-161 Post Avenue, Incorporated Village of Westbury, Town of North Hempstead, County of Nassau, New York (Section: 10; Block: 99; Lot: 76, 78, 177 & 182) more fully set forth on Schedule A attached hereto (collectively, the "Land"), (2) the demolition of two (2) existing buildings on the Land and the construction of a new approximately 20,700 square foot building on the Land, together with related improvements to the Land (collectively, the "Building"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (the "Equipment"), all of the foregoing for use by the Applicant as a mixed-use commercial/residential rental facility (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 in the form of potential exemptions or partial exemptions from real property taxes, sales and use taxes and mortgage recording taxes (collectively, the "Financial Assistance"); (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Applicant or such other entity as may be designated by the Applicant and agreed upon by the Agency and the sublease thereof to one or more subtenants designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Applicant proposed that the Applicant, which holds a leasehold to the Land and the Building, be the sublessee of the Project Facility under the Lease (as hereinafter defined), and the Agency has approved such proposal; and

WHEREAS, the Applicant leased the Project Facility to the Agency pursuant to the terms and conditions set forth in the Company Lease Agreement dated as of October 1, 2013 between the Assignor, as sublessor, and the Agency, as sublessee (the "Company Lease"); and

WHEREAS, the Agency appointed the Applicant as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and the Agency subleased the Project Facility to the Applicant, all pursuant to the terms and conditions set forth in two (2) certain Sublease Agreements each dated as of October 1, 2013 between the Applicant and the Agency relating to the Project Facility (as otherwise amended, modified, supplemented or restated from time to time, and collectively, the “Lease”) and the other Transaction Documents (as defined in the Lease); and

WHEREAS, a memorandum of the Lease was recorded in the Nassau County Clerk’s Office on October 18, 2013 in Liber 13005, at Page 110; and

WHEREAS, in connection with the Project, Massimino A. Gironta, Anthony Gironta and Phillips Bonadonna (collectively, the “M.P.A. Guarantor”) (a) made certain representations, covenants and indemnifications in favor of the Agency with respect to the environmental condition of the Land and the Building pursuant to two (2) certain Environmental Compliance and Indemnification Agreements each dated as of October 1, 2013 (collectively, the “2013 Environmental Indemnity”) made by the M.P.A. Guarantor and the Assignor in favor of the Agency, and (b) guaranteed the timely and proper payment and performance of the obligations of the Assignor to the Agency under the Lease and the other Transaction Documents pursuant to two (2) certain Guaranty agreements each dated as of October 1, 2013 (collectively, the “2013 Guaranty”) made by the M.P.A. Guarantor in favor of the Agency; and

WHEREAS, pursuant to a notification and consent request letter dated January 25, 2022 from the Assignee (as such term is hereinafter defined) and pursuant to a notification and consent request letter dated February 17, 2022 from the Applicant (collectively, the “Consent Request”), the Applicant and Assignee have requested that the Agency consent to (a) the sale and transfer of the Applicant’s 100% ownership of the Project Facility to Rahul K. Nabe / Lotus Management Group Inc. or a new entity or entities to be formed thereby, including, but not limited to, AX3 Capital LLC (collectively, the “Assignee”), (b) the assignment of the Lease and the other Transaction Documents by the Applicant to the Assignee (including the assignment, amendment or restatement of finance mortgages) and (c) to the substitution of a new guarantor(s) and indemnitor(s), to be determined and accepted by the Nassau County Industrial Agency at its sole discretion, respectively (the “New Guarantor”), under the Guaranty and Environmental Indemnity in the place of the existing guarantors (collectively, the “Proposed Transaction”); and

WHEREAS, the Assignor and the Assignee have requested that the Agency (i) consent to the assignment by the Assignor of all of its right, title and interest in and to the Project Facility to Assignee, and (ii) amend the Lease in certain respects in connection therewith; and

WHEREAS, the Agency is willing to consent to the transfer by the Assignor of its interests in and to the Project Facility to the Assignee only if the Assignee agrees to be bound by and comply with each of the terms and conditions set forth in the Lease; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency

of which are acknowledged, the Assignor, the Assignee and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

SECTION 1.1 Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Transaction Documents.

SECTION 2. ASSIGNMENT AND ASSUMPTION.

SECTION 2.1 Assignment. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease.

SECTION 2.2 Assumption. Assignee hereby accepts the assignment of and assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with as the sub-sublessee under the Lease from and after the Effective Date.

SECTION 2.3 Assignor's Indemnification of Assignee and the Agency. The Assignor shall and does hereby indemnify the Assignee and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignee and the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Assignee or the Agency, as the case may be, in connection with the Lease or any other Transaction Document based upon or arising out of any breach or alleged breach of the Lease or any other Transaction Document by the Assignor occurring or alleged to have occurred before the Effective Date.

SECTION 2.4 Assignee's Indemnification of Assignor and the Agency. The Assignee shall and does hereby indemnify the Assignor and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignor and the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Assignor or the Agency, as the case may be, in connection with the Lease or any other Transaction Document based upon or arising out of any breach or alleged breach of the Lease or any other Transaction Document by the Assignee occurring or alleged to have occurred on or after the Effective Date.

SECTION 2.5 Consent to Assignment. The Agency hereby consents to the foregoing assignment and assumption pursuant to Sections 9.1 and 9.3 of the Lease and acknowledges that all requirements of Sections 9.1 and 9.3 of the Lease have been complied with or compliance has been waived by the Agency. The parties agree that any provisions of the Lease prohibiting or restricting the assignment and assumption contemplated hereby shall be deemed waived for this transaction only, but shall continue to apply to any future assignment, assumption or transfer by the Assignee.

SECTION 2.6 Limited Release of Assignor. Effective from and after the Effective Date, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Project Facility, including, without limitation, its obligations, liabilities and duties arising under the Lease, the PILOT Agreement and the other Transaction Documents, except that the Assignor is not hereby released from any obligations, liabilities or duties under Lease, the PILOT Agreement or any other Transaction Document arising prior to the Effective Date (collectively, the “Prior Obligations”), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold the Agency harmless under the Lease, the PILOT Agreement and the other Transaction Documents with respect to the Prior Obligations and irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

SECTION 3. AMENDMENTS.

SECTION 3.1 Effective as of the Effective Date, Article I of the Lease is amended by deleting the defined term “Company” and replacing it with the following:

“‘Company’ shall mean AX3 Capital LLC, a limited liability company duly organized and existing under the laws of the State of New York, having an office at 127 North Broadway, Hicksville, NY 11801.

SECTION 3.2 Effective as of the Effective Date, Article I of the Lease is amended by deleting the defined term “Environmental Indemnification” and replacing it with the following:

“‘Environmental Indemnification’ means, individually or collectively, as the context may require: (i) the Environmental Compliance and Indemnification Agreement dated as of October 1, 2013 by the M.P.A. Guarantor and the Assignor in favor of the Agency; (ii) the Ratification, Reaffirmation and Termination of Environmental Compliance and Indemnification Agreement dated as of March 25, 2022 by the M.P.A. Guarantor and the Assignor in favor of the Agency; and (iii) the Environmental Compliance and Indemnification Agreement dated as of March 25, 2022, by the Guarantor and the Assignee in favor of the Agency.”

SECTION 3.3 Effective as of the Effective Date, Article I of the Lease is amended by deleting the defined term “Guarantor” and replacing it with the following:

“‘Guarantor’ means Rahul Nabe and Rajan Nabe, each a natural person.”

SECTION 3.4 Effective as of the Effective Date, Article I of the Lease is amended by deleting the defined term “Guaranty” and replacing it with the following:

“‘Guaranty’ means, individually or collectively, as the context may require: (i) the Guaranty dated as of October 1, 2013 by the M.P.A. Guarantor in favor of the Agency; (ii) Reaffirmation and Termination of Guaranty by the by the M.P.A. Guarantor in favor of the

Agency, dated as of March 25, 2022; and (iii) the Guaranty dated as of March 25, 2022 by the Guarantor in favor of the Agency.”

SECTION 3.5 Effective as of the Effective Date, Article I of the Lease is amended by adding the defined term “Manager” as follows:

“‘Manager’ means Rahul Nabe, a natural person.

SECTION 3.6 Effective as of the Effective Date, Section 2.2(R) of the Lease is hereby amended and restated in its entirety to read as follows:

“(R) Unless the Company has transferred the Project as permitted under Article IX or Article XII of this Lease, the Company is, and shall at all times during the term of this Lease, continue to be owned solely by Rahul Nabe and Rajan Nabe.”

SECTION 3.7 Effective as of the Effective Date, Subsection (B) of Section 12.1 of the Lease is hereby amended and restated in its entirety to read as follows:

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

AX3 Capital LLC
127 North Broadway
Hicksville, NY 11801
Attn: Rahul Nabe

WITH A COPY TO:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554
Attn: Daniel J. Baker, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency
One West Street, 4th floor
Mineola, NY 11501
Attn: Executive Director

WITH A COPY TO:

Harris Beach PLLC
333 Earle Ovington Blvd
Suite 901

Uniondale, NY 11553
Attn: Andrew Komaromi, Esq.”

CONDITIONS.

SECTION 3.8 Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

(A) the execution and delivery by the Assignor, the Assignee and the Agency of an original or counterpart originals of this Amendment;

(B) the Assignor and the Assignee shall execute and/or deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment; and

(C) the Assignee shall pay all fees and expenses (including the Agency’s consent fee and all attorneys’ fees and expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated herein; and

(D) the Bank shall have consented in writing to the execution and delivery of this Amendment and such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment, all in form and substance satisfactory to the Agency.

SECTION 4. MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Assignor contained in the Transaction Documents, except as expressly modified hereby, are hereby adopted, ratified and confirmed by the Assignee as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Assignee represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms.

(C) The Assignor represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.

(D) The Assignor represents and warrants to the Agency that no Event of Default specified in any of the Transaction Documents has occurred and, to its actual knowledge after diligent inquiry, no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

SECTION 4.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Lease as amended by this Amendment shall be reasonably satisfactory in form and substance to the Agency.

SECTION 4.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 4.4 Reference to Lease. The Lease, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Lease, as amended hereby, are hereby amended so that any reference to the "Lease" in the Lease, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Lease shall mean a reference to the Lease, as amended hereby.

SECTION 4.5 Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 4.6 Successors and Assigns. The Assignor, the Assignee and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

SECTION 4.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Assignor, the Assignee and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

SECTION 4.8 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

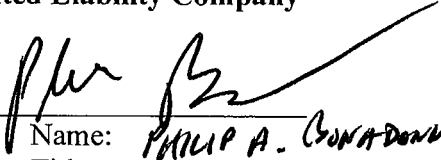
SECTION 4.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern.

SECTION 4.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor: **M.P.A. OWNERS, LLC, a New York Limited Liability Company**

By: 
Name: PHILIP A. CONA-DONATA
Title: Member

Assignee: **AX3 Capital LLC, a New York Limited Liability Company**

By: _____
Rahul Nabe
Managing Member

Agency: **NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Harry Coghlan
Executive Director

(Signature Page to Assignment of Lease)

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor: **M.P.A. OWNERS, LLC, a New York Limited Liability Company**

By: _____

Name:

Title:

Assignee: **AX3 Capital LLC, a New York Limited Liability Company**

By: _____ 

Rahul Nabe
Managing Member

Agency: **NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

By: _____

Harry Coghlan
Executive Director

(Signature Page to Assignment of Lease)

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor: **M.P.A. OWNERS, LLC, a New York Limited Liability Company**

By: _____
Name:
Title:

Assignee: **AX3 Capital LLC, a New York Limited Liability Company**

By: _____
Rahul Nabe
Managing Member

Agency: **NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

By:  _____
Harry Coghlan
Executive Director

(Signature Page to Assignment of Lease)

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

On the 21 day of March, 2022, before me, the undersigned, personally appeared Muhammad, 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 JOSEPH JOHN LICATA
NOTARY PUBLIC, State of New York
No. 02LI6092565
Qualified in Nassau County
Commission Expires 09/13/2023

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

On the ___ day of March, 2022, before me, the undersigned, personally appeared **Rahul Nabe**, 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 March, 2022, before me, the undersigned, personally appeared **Harry Coghlan**, 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

(Acknowledgment Page to Assignment of Lease)

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

On the ___ day of March, 2022, before me, the undersigned, personally appeared _____, 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 25 day of March, 2022, before me, the undersigned, personally appeared **Rahul Nabe**, 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.

JAMES M CHECKOSKY
Notary Public, State of New York
No. 01CH6085871
Qualified in Richmond County
Commission Expires January 7, 2023

Notary Public

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

On the ___ day of March, 2022, before me, the undersigned, personally appeared **Harry Coghlan**, 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)

On the ___ day of March, 2022, before me, the undersigned, personally appeared _____, 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)

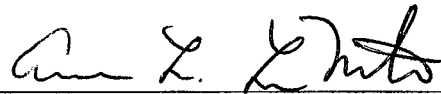
On the ___ day of March, 2022, before me, the undersigned, personally appeared **Rahul Nabe**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, 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 23rd day of March, 2022, before me, the undersigned, personally appeared **Harry Coghlan**, 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.

ANNE L. LaMORTE
Notary Public - State of New York
No. 01LA6038378
Qualified in Nassau County
My Commission Expires March 3, 2023



Notary Public

(Acknowledgment Page to Assignment of Lease)

SCHEDULE A

See Attached

SCHEDULE A

As to Lot 182:

ALL that certain plot, piece or parcel of land, situate, lying and being in the .Incorporated Village of Westbury in the Town of North Hempstead, County of Nassau and State of New York, known as part of Lots Numbered 52 and 80 on Map No. 2 of Westbury Court, filed July 11, 1910, Map No. 318, Case No. 2225 and more particularly described as follows:

BEGINNING at a point on the southerly side of Butler Street, distant 113.43 feet westerly when measured from the intersection of the southerly side of Butler Street with the westerly side of Post Avenue;

RUNNING THENCE southerly at right angles to Butler Street, 25.00 feet;

RUNNING THENCE westerly parallel with Butler Street, 5.00 feet;

RUNNING THENCE southerly at right angles to the preceding course, 54.00 feet;

RUNNING THENCE westerly parallel with Butler Street, 11.00 feet;

RUNNING THENCE northerly at right angles to the preceding course 79.00 feet to the southerly side of Butler Street;

RUNNING THENCE easterly along the southerly side of Butler Street, 16.00 feet to the point or place of BEGINNING.

As to Lots 76,78, 177:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Westbury, Town of North Hempstead, County of Nassau and State of New York, known as Lots Numbers 76, 77, and 78 and part of Lot No. 52 as shown on a certain map entitled, "Map No. 2 of Westbury Court, property belonging to G.F. Purser Co. at Westbury Station, Nassau County, New York and filed in the Office of the Clerk of the County of Nassau on July 11, 1910, as Map No. 318" which said lots and part of lot are more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Post Avenue, distant 50.84 feet southerly from the corner formed by the intersection of the westerly side of Post Avenue with the southerly side of Butler Street;

RUNNING THENCE westerly along the northerly line of Lot No. 78 on said map 109.04 feet to the easterly line of lot No.52 on said map;

THENCE RUNNING southerly along the easterly line of said Lot No. 52, 29 feet;

THENCE RUNNING westerly and parallel with the southerly side of Butler Street 14 feet;

THENCE RUNNING southerly and parallel to the easterly line of said Lot 52, 21 feet to the northerly line of Lot 76, as shown on said map;

THENCE RUNNING westerly along the northerly line of said Lot 76, 11 feet to the northwesterly corner of said Lot No. 76;

THENCE RUNNING southerly along the westerly line of Lot No. 76, 25 feet to the northerly line of Lot No. 75, on said map;

THENCE RUNNING easterly along the northerly line of said Lot No. 75, 119.96 feet to the westerly side of Post Avenue;

THENCE RUNNING northerly along the westerly side of Post Avenue, 76.25 feet to the point or place of BEGINNING.