

275 OAK DRIVE LLC

and

RLIF OAK DRIVE SPE, LLC

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT  
TO UNIFORM PROJECT AGREEMENT

May 21, 2021

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**ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT  
TO UNIFORM PROJECT AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO UNIFORM PROJECT AGREEMENT (this "Amendment") dated as of May 21, 2021 (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"), 275 OAK DRIVE LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 900 Long Ridge Road, Stamford, CT 06902 (the "Assignor"), and RLIF OAK DRIVE SPE, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company, having an office at 201 West Street, Annapolis, MD 21401 (the "Company" or "Assignee").

RECITALS:

WHEREAS, on or about October 6, 2008, the Assignor and Nestle Waters North America Inc. (the "Sublessee") (the Assignor and the Sublessee, collectively, the "Applicants") presented an application for financial assistance (as amended on October 14, 2008, the "Original Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Original Project") consisting, inter alia, of the following: (A) (1) acquisition of an interest in an approximately 3.56 acre parcel of land located at 275-280 Oak Drive, Syosset, New York, as more fully described in Schedule "A" attached hereto (the "Land"), (2) renovations to an approximately 54,416 square foot existing building, together with related improvements, on the Land (collectively, the "Building") and (3) the acquisition and installation therein and thereon of certain fixtures, machinery and equipment (the "Original Equipment"), all of the foregoing for use by the Sublessee as a zone sales headquarters and as a sales office for its home and office distribution business and as a distribution center (collectively, the "Original 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 sales and use taxes and real property taxes (but not including special assessments and ad valorem levies) (the "Original Financial Assistance"); (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Assignor, the Sublessee, or such other entity as may be designated by the Applicants and agreed upon by the Agency; and (D) the sublease of the Project Facility by the Sublessee, the Assignor or such other entity as may be designated by the Applicants and agreed upon by the Agency; and

WHEREAS, the Applicants received the Original Financial Assistance with respect to the Original Project Facility from the Agency; and

WHEREAS, on or about April 18, 2019, the Applicants presented an application for additional financial assistance (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") consisting, inter alia, of the following: (A)(1) retention of an interest in the Land, (2) renovations to 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 Sublessee as a zone sales headquarters and as a

sales office for its home and office distribution business and as a distribution center (collectively, the “Project Facility”); (B) the granting of certain additional “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes and real property taxes (but not including special assessments and ad valorem levies) (the “Financial Assistance”); (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Assignor, the Sublessee, or such other entity as may be designated by the Applicants and agreed upon by the Agency; and (D) the sublease of the Project Facility by the Sublessee, the Assignor or such other entity as may be designated by the Applicants and agreed upon by the Agency; and

WHEREAS, the Applicants received the Financial Assistance with respect to the Project Facility from the Agency; and

WHEREAS, the Assignor deeded the Project Facility to the Agency pursuant to the terms and conditions set forth in a deed, dated December 30, 2008 (the “Deed”);

WHEREAS, on June 26, 2019, the Assignor executed and delivered or caused to be executed and delivered to the Agency a certain a uniform project agreement (the “Uniform Project Agreement”) between the Assignor and the Agency, which appointed the Assignor as the Agency’s agent and sets forth additional terms for the straight lease of the Project Facility, and (B) the Assignor executed and delivered or caused to be executed and delivered to the Agency a bill of sale, dated as of December 30, 2008 (the “Bill of Sale to Agency”), which conveyed to the Agency all right, title and interest of the Assignor in and to the Equipment identified in the Bill of Sale to the Agency; and

WHEREAS, the Agency appointed the Assignor pursuant to the Uniform Project Agreement as agent of the Agency to undertake the retention, renovation, installation and equipping of the Project Facility and the continued lease of the Project Facility to the Assignor, all pursuant to the terms and conditions set forth in the Lease Agreement, dated as of December 1, 2008, as the same was amended by the First Amendment to Lease Agreement, dated as of June 26, 2019, between the Agency and the Assignor relating to the Project Facility (collectively, the “Lease”), the Uniform Project Agreement and in the other Transaction Documents (as defined in the Lease); and

WHEREAS, in connection with the Project, 345 Underhill, L.L.C. (“345 Underhill”) and Assignor 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 a certain Environmental Compliance and Indemnification Agreement, dated as of December 1, 2008 as ratified by that Ratification Environmental Compliance and Indemnification Agreement dated as of June 26, 2019 (collectively, the “Environmental Indemnity”) made by 345 Underhill and the Assignor in favor of the Agency; and

WHEREAS, pursuant to a notification and consent request letter dated February 18, 2021 (the “Consent Request”), the Assignor and the Assignee have requested that (a) the Agency consent to the transfer of the Assignor’s interest in the Project Facility by the Assignor to the Assignee, (b) the assignment of the Lease, Uniform Project Agreement and the other Transaction Documents by the Assignor to the Assignee (including the assignment, amendment or restatement

of finance mortgages) and (c) the substitution of a new indemnitor, subsequently determined and accepted by the Agency as RLIF GP, LLC, a Delaware limited liability company (the “Guarantor”), under the Environmental Indemnity in the place of 345 Underhill and the Assignor (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 and Uniform Project Agreement 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 Uniform Project Agreement; 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 Uniform Project Agreement.

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 by Assignor under the Uniform Project Agreement 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 Uniform Project Agreement or any other Transaction Document directly based upon or arising out of any breach or alleged breach of the Uniform Project Agreement 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 Uniform Project Agreement or any other Transaction Document based upon or arising out of any breach or alleged breach of the Uniform Project Agreement 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 Section 2.1 of the Uniform Project Agreement and Sections 9.1 and 9.3 of the Lease and acknowledges that all requirements of Section 2.1 of the Uniform Project Agreement and 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 Uniform Project Agreement and Lease prohibiting or restricting the assignment and assumption contemplated hereby shall be deemed complied with 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 Project Agreement, the PILOT Agreement and the other Transaction Documents, except that the Assignor is not hereby released from any obligations, liabilities or duties under the Uniform Project Agreement, 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 Project Agreement, 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, Section 8.3 of the Uniform Project Agreement is hereby amended and restated in its entirety to read as follows:

"Section 8.3 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

IF TO THE COMPANY:

RLIF Oak Drive SPE, LLC  
c/o Realterm Logistics Income Properties, L.P.  
201 West Street  
Annapolis, MD 21401

WITH A COPY TO:

Farrell Fritz, P.C.  
400 RXR Plaza  
Uniondale, NY 11556  
Attn: Peter L. Curry, 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.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.”

SECTION 3.2 Effective as of the Effective Date, Schedule “A” of the Uniform Project Agreement is hereby amended by deleting the defined term “Guarantor” or “Guarantors” and replacing it with the following:

““Guarantor” or “Guarantors” means, individually or collectively, as the context may require, RLIF GP, LLC, a Delaware limited liability company and the Sublessee, Nestle Waters North America Holdings, Inc., a Delaware corporation.”

#### SECTION 4. CONDITIONS.

SECTION 4.1 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.

## SECTION 5. MISCELLANEOUS.

### SECTION 5.1 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 5.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Uniform Project Agreement as amended by this Amendment shall be reasonably satisfactory in form and substance to the Agency.

SECTION 5.3 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 5.4 Reference to Uniform Project Agreement. The Uniform Project Agreement, 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 Uniform Project Agreement, as amended hereby, are hereby amended so that any reference to the "Uniform Project Agreement" in the Lease, Uniform Project Agreement, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Uniform Project Agreement shall mean a reference to the Uniform Project Agreement, as amended hereby.

SECTION 5.5        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 5.6        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 5.7        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 5.8        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 5.9        Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Front Street Lease, the terms and provisions of this Amendment shall govern.

SECTION 5.10       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:

**275 OAK DRIVE LLC**, a New York limited liability company

By: ~~**345 UNDERHILL L.L.C.**~~  
**SOLE MEMBER**

By: 

Name: Stacy Finkelstein

Title: Authorized Signatory

Assignee:

**RLIF OAK DRIVE SPE, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Stephen Panos

Senior Vice President

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

Harry Coghlan

Chief Executive Officer/Executive Director

*(Signature Page to Assignment of Uniform Project Agreement)*

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

Assignor:

**275 OAK DRIVE LLC**, a New York limited liability company

By: **345 UNDERHILL L.L.C.**  
**SOLE MEMBER**

By: \_\_\_\_\_  
Name:  
Title:

Assignee:

**RLIF OAK DRIVE SPE, LLC**, a Delaware limited liability company

By:  \_\_\_\_\_  
Stephen Panos  
Senior Vice President

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Harry Coghlan  
Chief Executive Officer/Executive Director

*(Signature Page to Assignment of Uniform Project Agreement)*

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

Assignor:

**275 OAK DRIVE LLC**, a New York limited liability company

By: **345 UNDERHILL L.L.C.**  
**SOLE MEMBER**

By: \_\_\_\_\_

Name:

Title:

Assignee:

**RLIF OAK DRIVE SPE, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Stephen Panos  
Senior Vice President

Agency:

**NASSAU COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_

Harry Coghlan  
Chief Executive Officer/Executive Director

*(Signature Page to Assignment of Uniform Project Agreement)*

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

On the 17<sup>th</sup> day of May, 2021, before me, the undersigned, personally appeared Stacy Finkelstein 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.

VANESSA A BOURBOULIS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BO6191873  
Qualified in Nassau County  
My Commission Expires October 06, 2022

Vanessa A. Bourboulis  
Notary Public

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

On the \_\_\_\_ day of May, 2021, before me, the undersigned, personally appeared **Stephen Panos** 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 May, 2021, 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

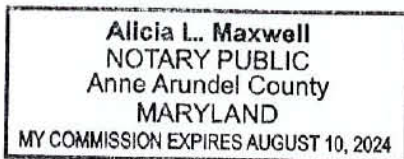
STATE OF NEW YORK     )  
                                      )SS.:  
COUNTY OF                )

On the \_\_\_\_ day of May, 2021, 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 MARYLAND     )  
                                      )SS.  
COUNTY OF Anne Arundel

On the 18 day of May, 2021, before me, the undersigned, personally appeared **Stephen Panos** 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.



Alicia L. Maxwell  
Notary Public

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

On the \_\_\_\_ day of May, 2021, 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 Uniform Project Agreement)*

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

On the \_\_\_\_ day of May, 2021, 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 May, 2021, before me, the undersigned, personally appeared **Stephen Panos** 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 20<sup>th</sup> day of May, 2021, 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.

JOHN J ANZALONE  
NOTARY PUBLIC STATE OF NEW YORK  
SUFFOLK COUNTY  
LIC# 02ANG256008  
COMM. EXP. MARCH 12, 2024

\_\_\_\_\_  
Notary Public

*(Acknowledgment Page to Assignment of Uniform Project Agreement)*

## SCHEDULE A

See Attached

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

601.99 feet southerly from the corner formed by the intersection of the southerly side of Cedar Place with the westerly side of Oak Drive;

RUNNING THENCE along the said westerly side of said private Right of Way South 02 degrees 14 minutes 11 seconds East, 135.01 feet (south 00 degrees 22 minutes 06 seconds, 135.01 feet, deed) to a point on the southerly terminus of said private Right of Way;

THENCE North 87 degrees 45 minutes 49 seconds East along the southerly terminus of said private Right of Way and along land of other owners 183.75 feet, (North 89 degrees 37 minutes 24 seconds east, 183.91 feet, deed) to a stone monument on the westerly line of the Long Island Railroad;

THENCE South 17 degrees 34 minutes 35 seconds West along the said westerly line of said Long Island Railroad, 425.91 feet (South 19 degrees 26 minutes 10 seconds West 555.97 feet overall, deed);

THENCE North 72 degrees 25 minutes 25 seconds West 90.85 feet;

THENCE South 17 degrees 34 minutes 35 seconds West 107.20 feet;

THENCE North 58 degrees 34 minutes 00 seconds West 141.27 feet, (North 56 degrees 43 minutes 00 seconds West 234.84 feet overall, deed);

THENCE North 02 degrees 14 minutes 11 seconds West 527.45 feet, (North 00 degrees 22 minutes 36 seconds West, 527.91 feet, deed) to lands now or formerly of Silveri;

THENCE North 87 degrees 45 minutes 49 seconds East along said last mentioned lands 200.00 feet, (North 89 degrees 37 minutes 24 seconds East, 200.00 feet, deed) to the westerly side of Oak Drive, the point or place of BEGINNING.