## HSRE-EB JERICHO LLC, as Assignor

and

VTR BRTL JERICHO & ENCR, LLC, as Assignee

and

NASSAU COUNTY INI	DUSTRIAL DEVELO	OPMENT AGENCY
ASSIGNMENT, ASSU TO SUE	MPTION AND FIRS BLEASE AGREEME	

Dated as of August 13, 2025

Record and Return to:

Section: 17 Block: 11

Lots: 26 and 27 (now known as Lot 165)

Address: 300-310 Jericho Turnpike

Jericho

Town of Oyster Bay

Phillips Lytle LLP 1205 Franklin Avenue, Suite 390

Garden City, NY 11530 Attn: Paul V. O'Brien, Esq.

## ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "Amendment") dated as of August 13, 2025 (the "Effective Date"), by and among 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"), HSRE-EB JERICHO LLC, a limited liability company organized and existing under the laws of the State of Delaware, having an office at 300 Jericho Turnpike, #100, Jericho, NY 11753 (the "Assignor"), and VTR BRTL JERICHO & ENCR, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having an office at 500 North Hurstbourne Parkway, Suite 200, Louisville, KY 40222 (the "Company" or the "Assignee").

#### **RECITALS:**

WHEREAS, the Assignor 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 an approximately 10-acre parcel of land located at 300-310 Jericho Turnpike, Jericho, Town of Oyster Bay, Nassau County, New York (Section: 17; Block: 11; Lots: 26 and 27 (now known as Lot 165)), which parcel of land is more particularly described on Schedule A attached hereto (the "Land"), (2) the construction of an approximately 336,000 square foot building (the "Building") on the Land, together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "Original Equipment"), all of the foregoing for use by the Assignor as an assisted living residential rental facility (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes (the "Original Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Assignor or such other entity as may be designated by the Assignor and agreed upon by the Agency; and

WHEREAS, the Assignor leased the Project Facility to the Agency pursuant to the terms and conditions set forth in the Company Lease Agreement dated as of April 1, 2017 between the Assignor, as lessor, and the Agency, as lessee (as amended, modified, supplemented and restated to date, the "Company Lease"); and

WHEREAS, the Agency subleased the Project Facility to the Assignor pursuant to the terms and conditions set forth in the Sublease Agreement dated as of April 1, 2017 between the

Agency, as sublessor, and the Assignor, as sublessee (as amended, modified, supplemented and restated to date, 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 June 27, 2017 in Liber 13525, at Page 363; 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 and the Transaction Documents to the 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 and the Transaction Documents 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;

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 <u>Interpretation</u>. 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 <u>Assignment</u>. 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 <u>Assumption</u>. 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 sublessee under the Lease from and after the Effective Date, other than the Prior Obligations (as defined below).
- SECTION 2.3 <u>Assignor's Indemnification of the Agency</u>. The Assignor shall and does hereby indemnify the Agency against and agrees to defend (with counsel reasonably selected by the Agency) and hold the Agency harmless from, all liabilities, obligations, actions, Doc # 05-1904063.2

suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Agency 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 <u>Assignee's Indemnification of the Agency</u>. The Assignee shall and does hereby indemnify the Agency against and agrees to defend (with counsel reasonably selected by the Agency) and hold 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 Agency 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 <u>Limited Release of Assignor</u>. 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 (as defined in the Lease) and the other Transaction Documents from and after the Effective Date, except that the Assignor is not hereby released from any obligations, liabilities or duties under the 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, the definitions of "Company," "Environmental Indemnification," "Guarantor" and "Guaranty" set forth in Section 1.1 of the Lease are amended and restated in their entirety to read as follows:

"'Company' means VTR BRTL JERICHO & ENCR, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns, to the extent permitted pursuant to this Lease.

'Environmental Indemnification' means (i) the Environmental Compliance and Indemnification Agreement of even date herewith from HSRE-EB XI, LLC, HSRE-EB XI TRS, LLC, Engel Burman Grand Care at Jericho, LLC (formerly known as Engel Burman Grande Care at Jericho, LLC), Engel Burman Senior Care at Jericho, LLC, Engel Burman at Jericho, LLC, 300 Jericho Turnpike, LLC, and 310 Jericho Turnpike, LLC in favor of the Agency, as ratified, reaffirmed and terminated pursuant to that certain Ratification, Reaffirmation and Termination Agreement (Environmental Compliance and Indemnification Agreement) dated as of August 13, 2025, from such indemnitors in favor of the Agency, and (ii) the Environmental Compliance and Indemnification Agreement dated as of August 13, 2025 from the Company and the Guarantor in favor of the Agency.

'Guarantor' or 'Guarantors' means, individually or collectively, as the context may require, BRTL PropCo Holdco, LLC and VOP BRTL Jericho & ENCR, LLC, each a limited liability company organized and existing under the laws of the State of Delaware.

'Guaranty' means (i) the Guaranty of even date herewith from HSRE-EB XI, LLC, HSRE-EB XI TRS, LLC, Engel Burman Grande Care at Jericho, LLC, Engel Burman Senior Care at Jericho, LLC, Engel Burman at Jericho, LLC, 300 Jericho Turnpike, LLC, and 310 Jericho Turnpike, LLC in favor of the Agency, as ratified, reaffirmed and terminated pursuant to that certain Ratification, Reaffirmation and Termination Agreement (Guaranty) dated as of August 13, 2025 made by such guarantors in favor of the Agency, and (ii) the Guaranty dated as of August 13, 2025 from the Guarantors in favor of the Agency."

- SECTION 3.2 Subsection (R) of Section 2.2 of the Lease is hereby amended and restated in its entirety to read as follows:
  - "(R) The Company is and shall at all times during the term of this Lease continue to be owned solely by BRTL Propco Holdco, LLC, a Delaware limited liability company ("BRTL Propco"). BRTL Propco is and shall at all times during the term of this Lease continue to be owned solely by VTR Property Sectors, LLC, a Delaware limited liability company ("VTR"). VTR is and shall at all times during the term of this Lease continue to be owned solely by Ventas, Inc., a Delaware corporation."
- SECTION 3.3 Subsection (B) of Section 8.4 of the Lease is hereby amended and restated in its entirety to read as follows:
  - "(B) Notwithstanding anything herein to the contrary, (i) the Company, or its direct or indirect members, shall have the right, without the Agency's consent but upon reasonable

advance written notice to the Agency, to transfer or sell any or all of the direct or indirect interests in the Company (whether voting or non-voting) to Ventas, Inc., a Delaware corporation ("Ventas") or any wholly-owned subsidiary of Ventas; provided that no such transfer or sale shall result in such interests being owned or controlled by a Prohibited Person; and (ii) nothing contained herein shall restrict or prohibit the sale or transfer of publicly traded securities of Ventas on a nationally recognized stock exchange."

SECTION 3.4 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:

#### IF TO THE COMPANY:

VTR BRTL Jericho & ENCR, LLC c/o Ventas, Inc.
300 N. LaSalle Drive, Suite 1600
Chicago, IL 60654
Attn: Alex Russo; Barak Berman, Esq.

#### WITH A COPY TO:

Sahn Ward Braff Koblenz PLLC 333 Earle Ovington Boulevard, Suite 601 Uniondale, NY 11553 Attn: John C. Farrell, Esq.

#### AND TO:

Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019
Attn: Salvatore Gogliormella, Esq.

#### IF TO THE AGENCY:

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

#### WITH A COPY TO:

Phillips Lytle LLP 1205 Franklin Avenue, Suite 390 Garden City, NY 11530 Attn: Paul V. O'Brien, Esq.

#### SECTION 4. CONDITIONS.

- SECTION 4.1 <u>Conditions Precedent</u>. 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, the Assignee and such other Persons as shall be required by the Agency 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 reasonable and customary 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. The Assignor and the Assignee acknowledge and agree that nothing in this Amendment or in any document, instrument or agreement executed in connection with this Amendment (other than any estoppel certificate delivered by the Agency) shall constitute a waiver by the Agency of any default, Event of Default or Recapture Event under the Transaction Documents.
- SECTION 5.2 <u>Additional Matters</u>. 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 5.3 <u>Survival of Representations and Warranties</u>. 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 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" or the "Lease Agreement" 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 assigned, assumed and amended hereby.
- SECTION 5.5 <u>Governing Law</u>. 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 <u>Successors and Assigns</u>. 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 <u>Counterparts</u>. 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 <u>Conflicting Provisions</u>. 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 5.10 <u>Joint and Several Liability</u>. If the Company and/or the Assignee consist of more than one (1) person or entity, the obligations of each hereunder shall be joint and several.
- SECTION 5.11 <u>Entire Agreement</u>. 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 Ame as of the day and year first above written.	endment has been duly executed by the parties hereto
Assignor:	HSRE EB JERICHO LLC  By: Steven Krieger Authorized Signatory
Assignee:	VTR BRTL JERICHO & ENCR, LLC
	By: Christian N. Cummings President
Agency:	NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
	By:Sheldon L. Shrenkel CEO/Executive Director

[Signature Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

Assignor:	HSRE-EB JERICHO LLC
	By: Steven Krieger Authorized Signatory
Assignee:	By: Christian N. Cummings President
Agency:	NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
	By:Sheldon L. Shrenkel CEO/Executive Director

[Signature Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

Assignor:	HSRE-EB JERICHO LLC	
	By: Steven Krieger Authorized Signatory	
Assignee:	VTR BRTL JERICHO & ENCR, LLC	
	By:Christian N. Cummings President	
Agency:	NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY  By: Sheldon L. Shrenkel CEO/Executive Director	

[Signature Page to Assignment, Assumption and First Amendment to Sublease Agreement]

STATE OF NEW YORK	)		
	)SS.:		
COUNTY OF NASSAU	)		
said state, personally appear basis of satisfactory evidence instrument and acknowledge	red Steven Krie ce to be the indi ted to me that he instrument, the	efore me, the undersigned, a Notary Public in and foreger, personally known to me or proved to me on the ividual whose name is subscribed to the within the less that individual, or the person upon behalf of which the	ie
JESSICA F. COLABELLA Notary Public, State of New Yo No. 01CO6137529 Qualified in Nassau County Commission Expires November 28	rk <u>J</u> L , 20 <u><b>95</b></u>	Usica J. Colabelle Notary Public	
STATE OF	)		
COUNTY OF	)SS.: )		
said state, personally appear on the basis of satisfactory of instrument and acknowledge	red Christian Nevidence to be to me that he instrument, the	before me, the undersigned, a Notary Public in and a large L. Cummings, personally known to me or proved to the individual whose name is subscribed to the with the executed the same in his/her capacities, and the individual, or the persons upon behalf of which the	m hin ha
		Notary Public	
		•	

[Acknowledgment Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

On the \_\_\_\_ day of August, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven Krieger, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF I (line is )

COUNTY OF COOK )

On the day of August, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Christian N. Cummings, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

OFFICIAL SEAL
WILLIAM JAMES SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/25

# COLLEEN PEREIRA NOTARY PUBLIC, STATE OF NEW YORK STATE OF NEW YORK ) SS.: COUNTY OF NASSAU COUNTY OF NASSAU

On the <u>I</u>h day of August, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Sheldon L. Shrenkel, 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/she executed the same in his/her capacity, and that by his/her 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, Assumption and First Amendment to Sublease Agreement]

### $\underline{\textbf{SCHEDULE}\ \textbf{A}}$

Legal Description

See Attached



## ALTA LOAN POLICY OF TITLE INSURANCE SCHEDULE A (Continued)

#### LEGAL DESCRIPTION

Loan Policy: 50264736-0023415e

ALL that certain plot, piece or parcel of land together with the improvements thereon erected situate at Jericho, Town of Oyster Bay, County of Nassau and State of New York, said parcel being more particularly described as follows:

COMMENCING at a point on the northerly side of Jericho Turnpike at the extreme southwesterly end of the curve connecting the northerly side of Jericho Turnpike with the westerly side of Cedar Swamp Road (Massapequa Glen Cove Road);

THENCE South 62 degrees 55 minutes 58 seconds West, a distance of 122.05 feet to a point;

THENCE South 62 degrees 20 minutes 49 seconds West, a distance of 465,34 feet to the point or place of BEGINNING, (the aforementioned point of beginning being the same as described in Deed Liber 10985, page 910;

RUNNING THENCE from said point of beginning, North 19 degrees 38 minutes 00 seconds West, along the division line between Tax Lots 27 and 57, a distance of 476.98 feet to a point;

RUNNING THENCE North 19 degrees 38 minutes 00 seconds West, along the division line between Tax Lots 27 and 57, a distance of 476.98 feet to a point;

RUNNING THENCE through Tax Lot 27 the following twenty three (23) courses and distances:

- 1. South 85 degrees 22 minutes 49 seconds East, a distance of 28.27 feet to a point;
- 2. North 82 degrees 52 minutes 22 seconds East, a distance of 15.11 feet to a point;
- 3. North 72 degrees 45 minutes 39 seconds East, a distance of 13.02 feet to a point;
- 4. North 70 degrees 01 minutes 49 seconds East, a distance of 45.82 feet to a point;
- 5. North 75 degrees 00 minutes 57 seconds East, a distance of 132.80 feet to a point;
- 6. North 74 degrees 10 minutes 10 seconds East, a distance of 75.80 feet to a point;
- 7. North 74 degrees 51 minutes 41 seconds East, a distance of 37.65 feet to a point;
- 8. North 75 degrees 51 minutes 54 seconds East, a distance of 238.10 feet to a point;
- 9. North 12 degrees 41 minutes 30 seconds West, a distance of 45.91 feet to a point;
- 10. North 18 degrees 04 minutes 23 seconds West, a distance of 17.87 feet to a point;
- 11. North 22 degrees 47 minutes 16 seconds West, a distance of 10.85 feet to a point;
- 12. North 15 degrees 25 minutes 18 seconds East, a distance of 25.09 feet to a point;
- 13. North 09 degrees 00 minutes 47 seconds East, a distance of 68.50 feet to a point;
- 14. North 02 degrees 34 minutes 30 seconds East, a distance of 36.91 feet to a point;
- 15. North 03 degrees 08 minutes 25 seconds West, a distance of 33.72 feet to a point;
- 16. North 21 degrees 42 minutes 23 seconds West, a distance of 28.77 feet to a point;
- 17. North 16 degrees 52 minutes 44 seconds West, a distance of 26.06 feet to a point;
- 18. North 22 degrees 53 minutes 38 seconds West, a distance of 43.29 feet to a point; 19. North 18 degrees 12 minutes 42 seconds West, a distance of 16.01 feet to a point;
- 20. South 88 degrees 37 minutes 19 seconds West, a distance of 21.65 feet to a point;
- 21. North 62 degrees 39 minutes 29 seconds West, a distance of 19.23 feet to a point;
- 22. North 45 degrees 18 minutes 45 seconds East, a distance of 100.76 feet to a point;
- 23. South 86 degrees 38 minutes 05 seconds East, a distance of 144.93 feet to a point;

THENCE South 50 degrees 49 minutes 07 seconds East, partially through Tax Lot 27 and partially through Tax Lot 26, a distance of 324.06 feet to a point on the westerly side of Massapequa Glen Cove Road (Cedar Swamp Road);

THENCE along said side the following three (3) courses and distances:

File No.: ECA49415



- 1. Southerly, along the arc of a curve bearing to the right and having a radius of 240.00 feet, a distance of 14.48 feet to a point;
- 2. South 23 degrees 05 minutes 52 seconds. West, a distance of 455.03 feet to a point;
- 3. Southwesterly, along the arc of a curve bearing to the right and having a radius of 190.00 feet, a distance of 132.10 feet to the northerly side of Jericho Turnpike; and,

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

- 1. South 62 degrees 55 minutes 57 seconds West, a distance of 122.05 feet to a point;
- 2. South 62 degrees 20 minutes 49 seconds West, a distance of 465.34 feet to the point or place of BEGINNING.

For Information Only:

Premises known as 300 and 310 Jericho Turnpike, Jericho, NY 11753 Section 17 Block 11 Lot: 106