

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), made as of March 1, 2007, by and among STELLA MEYER and PETER MEYER III, each a natural person (individually or collectively, as the context may require, the "Lessee"), and 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 (the "Agency"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease (as hereinafter defined).

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 amended from time to time, 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, recreation and civic 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, the Agency, which has been created and established pursuant to the Act for the benefit of the County of Nassau and its residents, proposes to undertake the Project described below; and

WHEREAS, the Agency on behalf of the Lessee intends to (i) acquire a leasehold interest in certain land known as 146 Piquet Lane, Woodbury, Town of Oyster Bay, Nassau County, NY and more particularly described on Schedule A hereto (the "Land") and the buildings and improvements thereon (the "Improvements") (acquisition of the Land and the Improvements is collectively hereinafter referred to as the "Project"); and

WHEREAS, the Agency is or will be the holder of a leasehold interest in the Land and the Improvements (collectively, the "Facility") pursuant to a Company Lease Agreement dated as of the date hereof between the Lessee and the Agency (as amended, modified, supplemented or restated from time to time, the "Company Lease"); and

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease the interest of the Agency to the Lessee pursuant to a Sublease Agreement dated as of the date hereof between the Agency, as sublessor, and the Lessee, as sublessee (as amended, modified, supplemented or restated from time to time, the "Lease"); and

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York (the "RPTL"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control; and

WHEREAS, the payment and performance of the Lessee's obligations under this Agreement shall be secured by a Mortgage and Assignment of Leases and Rents dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "PILOT Mortgage") from the Lessee and the Agency, as mortgagor, to the County of Nassau (the "PILOT Mortgagee"), its successors and assigns, as mortgagee, pursuant to which the Agency and the Lessee grant a first mortgage lien on the Facility;

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Lessee and the Agency covenant and agree as follows:

Section 1. Tax-Exempt Status of Facility.

A. Application. (1) The Lessee shall complete, and the Agency shall file, an application for tax exemption pursuant to Section 412-a of the RPTL (the "Application"). The Application shall be filed with the assessor for each of the various taxing entities having jurisdiction over the Facility, including, without limitation, the County of Nassau (the "County"), the Town of Oyster Bay, and each school district within which the Facility is located (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the "Taxing Entities" and each individually as a "Taxing Entity"). The Facility shall not be entitled to exempt status on the tax rolls of any Taxing Entity until the beginning of the first fiscal tax year of such Taxing Entity following the first taxable status date of such Taxing Entity occurring subsequent to the last to occur of (i) the Agency becoming the holder of record of a leasehold interest in the Facility, (ii) the filing by the Agency of the appropriate Application for tax exemption, and (iii) the acceptance of such Application by the appropriate tax assessor(s) (such date, the "PILOT Commencement Date").

(2) The Lessee hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Lessee, arising from any denial of an exemption from real property taxes and assessments, except to the extent that such denial results solely from the willful failure of the Agency, after demand by the Lessee, to file the completed Application for tax exemption as set forth in this Agreement.

B. Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law of the State of

New York and Section 412-a of the RPTL does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease, the Lessee will be required to pay all special assessments and special ad valorem levies levied and/or assessed against the Facility.

C. Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Lessee or the Agency on the Project or the rents paid pursuant to the Lease or the occupancy of or any interest of the Lessee or the Agency in the Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any such taxes, assessments or charges shall be paid by the Lessee as and when due. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid as and when due directly by the Lessee and shall not be credited against nor be affected in any manner by any payment in lieu of real property taxes and assessments in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity.

Section 2. Payments.

A. Tax Payments. Prior to the PILOT Commencement Date, the applicable real property taxes and assessments levied and/or assessed against the Facility shall be payable in full by the Lessee to the applicable Taxing Entity as if the Agency were not the holder of an interest in the Facility or otherwise involved in the Project.

B. PILOT Payments. (1) From the PILOT Commencement Date through and including the last day of the tenth (10th) fiscal tax year thereafter (such date, the "PILOT Expiration Date"), the Lessee shall make payments in lieu of real property taxes and assessments levied and/or assessed by the Taxing Entities against the Facility (collectively, the "PILOT Payments") as follows:

(a) for the fiscal tax year commencing on the PILOT Commencement Date, \$21,623;

(b) for the fiscal tax year commencing on the 1st anniversary of the PILOT Commencement Date, \$22,271;

(c) for the fiscal tax year commencing on the 2nd anniversary of the PILOT Commencement Date, \$22,940;

(d) for the fiscal tax year commencing on the 3rd anniversary of the PILOT Commencement Date, \$23,628;

(e) for the fiscal tax year commencing on the 4th anniversary of the PILOT Commencement Date, \$24,337;

(f) for the fiscal tax year commencing on the 5th anniversary of the PILOT Commencement Date, \$25,067;

(g) for the fiscal tax year commencing on the 6th anniversary of the PILOT Commencement Date, \$26,069;

(h) for the fiscal tax year commencing on the 7th anniversary of the PILOT Commencement Date, \$27,112;

(i) for the fiscal tax year commencing on the 8th anniversary of the PILOT Commencement Date, \$28,197;

(j) for the fiscal tax year commencing on the 9th anniversary of the PILOT Commencement Date, \$29,325;

(k) for the fiscal tax year commencing on the 10th anniversary of the PILOT Commencement Date, \$30,498;

(l) for the fiscal tax year commencing on the 11th anniversary of the PILOT Commencement Date, \$31,717;

(m) for the fiscal tax year commencing on the 12th anniversary of the PILOT Commencement Date, \$33,303;

(n) for the fiscal tax year commencing on the 13th anniversary of the PILOT Commencement Date, \$34,968;

(o) for the fiscal tax year commencing on the 14th anniversary of the PILOT Commencement Date, \$36,717;

(p) for the fiscal tax year commencing on the 15th anniversary of the PILOT Commencement Date, \$38,553;

(q) for the fiscal tax year commencing on the 16th anniversary of the PILOT Commencement Date, \$40,480;

(r) for the fiscal tax year commencing on the 17th anniversary of the PILOT Commencement Date, \$42,504;

(s) for the fiscal tax year commencing on the 18th anniversary of the PILOT Commencement Date, \$44,630; and

(t) for the fiscal tax year commencing on the 19th anniversary of the PILOT Commencement Date, \$46,861.

(2) From and after the PILOT Expiration Date and until the Agency is no longer the holder of an interest in the Facility and the Facility has been returned to the tax rolls as taxable property, the Lessee shall make PILOT Payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or

assessed against the Facility if the Agency were not the holder of an interest in the Facility and the Agency were not otherwise involved in the Project.

"PILOT Obligations" shall mean all amounts required to be paid by the Lessee under this Agreement, including, without limitation, those amounts set forth in Sections 2.A and 2.B hereof.

C. Payments. (1) Amounts due and payable under this Agreement shall be payable to the Treasurer of the County of Nassau (the "Treasurer"), One West Street, Mineola, NY 11501, or at such other address as the Treasurer may notify the Lessee of in writing.

(2) All PILOT Payments hereunder shall be allocated among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each Taxing Entity had the Project not been tax exempt due to the status of the Agency.

D. Due Dates; Interest; and Penalties. (1) The Lessee may be billed for PILOT Payments as if the Facility were on the tax rolls at the time when taxes for each Taxing Entity are due.

(2) If any payment required under this Agreement is not made on or before the due date thereof, such payment shall be delinquent and the Lessee shall pay a late charge equal to the greater of (a) five (5%) percent of the payment, and for each month, or part thereof, that the payment is delinquent beyond the first month, the Lessee shall pay an additional late charge equal to one (1%) percent per month of the total amount payable; and (b) the late charge applicable from time to time to real property tax levies and assessments that are not paid when due.

(3) Anything contained in this subparagraph to the contrary notwithstanding, the Lessee shall have the obligation to make all payments of PILOT Obligations (other than payments of penalties, if any) in two equal semi-annual installments on or prior to the date which is five (5) Business Days prior to January 1 and July 1 for the General Tax portion of the PILOT Obligation and October 1 and April 1 for the School Tax portion of the PILOT Obligation, as applicable, of each year of the term of the Lease or on such other due dates as may be established by the Agency or the Treasurer from time to time during the term of the Lease.

E. Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the term of this Agreement, in the event that the Agency's interest in the Facility, or any portion thereof, is sold, transferred, assigned or otherwise disposed of by the Agency, the transferees thereof will thereafter pay the real property taxes and assessments on such Land and the Improvements located on the Land, or on such portion of the Land, that was sold, transferred, assigned or otherwise disposed of, as may be required by applicable law.

F. Sale; Company's Obligation. In the event that the Agency sells, transfers, assigns or otherwise disposes of its interest in the Facility to any party other than the Lessee, the Lessee's obligation for PILOT Obligations shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Lessee for payment of PILOT Obligations shall

cease, but the Agency shall take such steps with the purchaser other than the Lessee to assure that each of the Taxing Entities shall suffer no loss of revenue until such Facility can be placed back on the tax rolls and taxes levied and billed therefor.

Section 3. Effective Date; Duration of Agreement. This Agreement shall become effective upon the execution and delivery of the Lease and this Agreement by both the Lessee and the Agency and the execution and delivery of the Company Lease from the Lessee to the Agency and shall continue in effect until the earlier of (i) the termination of this Agreement pursuant to the terms of the Lease or of this Agreement, or (ii) the date on which the Agency conveys its interest in the Facility to the Lessee pursuant to the Lease or this Agreement and the Facility has been placed back on the tax rolls as taxable property.

Section 4. Events of Default. The following shall constitute an "Event of Default" under this Agreement:

A. Failure by the Lessee to make any payment specified herein and the continuance of such failure for a period of fifteen (15) days after receipt by the Lessee of written notice from the Agency and/or any Taxing Entity.

B. Failure by the Lessee to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice thereof from the Agency.

C. Default in the terms of the Lease or any other agreement between the Agency and the Lessee (beyond any applicable grace or notice period).

If the Lessee fails to make any payments pursuant to this Agreement when due, the amount or amounts so in default shall continue as an obligation of the Lessee until fully paid.

Upon the occurrence and continuance of an Event of Default hereunder, the Lessee shall be required to make PILOT Payments as if the Agency was not the holder of an interest in the Facility and was not otherwise involved in the Project, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the Taxing Entities in which the Facility is located.

Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments of PILOT Obligations in default from the Lessee, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and attorneys' fees and expenses) and interest at the rate charged by the respective Taxing Entities on overdue payments of taxes. In addition, the Agency shall have the right to terminate the Lease at any time, and the Lessee shall accept such termination and any tender of reconveyance from the Agency of the Agency's interest in the Facility.

The Agency, in enforcing payment by the Lessee of the PILOT Obligations, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. Further, no payment by the Agency or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein, whether or not the Lessee makes such payments. The Lessee hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Lessee), attorneys, servants and employees, past, present and future, against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments.

The Agency and the Lessee hereby acknowledge the right of the County, as beneficiary of this Agreement (on behalf of itself and all other Taxing Entities), to pursue any appropriate remedies, including an action or proceeding in the courts, to recover directly from the Lessee any payments of PILOT Obligations in default hereunder and/or to exercise its rights and remedies under the PILOT Mortgage. The Lessee shall promptly notify the Agency of any action or proceeding brought, or other measure taken, by a Taxing Entity to recover such payments in default hereunder. It is understood that the right of any Taxing Entity herein acknowledged is in addition to, and shall not impair, the Agency's own rights arising from a breach of this Agreement.

In the event that the Agency's interest in the Facility is conveyed to the Lessee or any other party prior to expiration of the term of the Lease, this Agreement shall become null and void and any remaining tax abatement hereunder shall be canceled.

Section 5. Additional Facilities. If any structural additions shall be made to the buildings or other improvements included in the Facility subsequent to the Completion Date, or if any additional buildings or improvements shall be constructed on the Land (such structural additions, buildings and improvements being referred to hereinafter as "Additional Facilities"), the Lessee agrees to increase the Lessee's PILOT Obligations hereunder in an amount, as determined by the Agency or a tax assessor selected by the Agency, equal to the increased tax payments that would have been payable on such increase if this Agreement were not in effect.

Section 6. Change of Law. In the event the Facility, or any part thereof, is declared to be subject to taxation for real property taxes or assessments by an amendment to the Act, other legislative change or a final judgment of a court of competent jurisdiction, the obligations of the Lessee hereunder shall, to such extent, be null and void.

Section 7. Waiver of Tax Exemption. The Lessee, in recognition of the benefits provided under this Agreement, and for so long as the Lease is in effect, hereby expressly waives any rights it may have for any exemption under Section 485-b of the RPTL or any other exemption under any other law or regulation (except, however, for the exemption provided under Article 18-A of the General Municipal Law) with respect to the Facility.

Section 8. Delivery of PILOT Statement. The Lessee shall deliver to the Comptroller of the County of Nassau, on or before the dates set forth for payment of the PILOT Obligations in Section 2 hereof, in each year during the term of the Lease, a verified statement setting forth the amount of such payments and the dates of such payments.

Section 9. Limited Obligation. The obligations, covenants and agreements of the Agency hereunder shall not constitute or give rise to an obligation of the State of New York, the County, the Town of Oyster Bay or any school district or within which the Facility is located and neither the State of New York, the County, the Town of Oyster Bay nor any such school district shall be liable thereon, and further, such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency.

Section 10. No Waiver. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Lessee under this Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Lessee's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any and all of the Lessee's obligations hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Lessee or receipt by the Agency of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any check or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

Section 11. 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 LESSEE:

Stella Meyer and Peter Meyer III
131 Piquet Lane
Woodbury, NY 11797

WITH A COPY TO:

Olsen & Olsen, L.L.P.
32495 Main Road
Cutchogue, NY 11935-0706
Attn: Gary Flanner Olsen, Esq.

IF TO THE AGENCY:

Nassau County Industrial Development Agency
1100 Franklin Avenue, Suite 300
Garden City, NY 11530
Attn: Executive Director

WITH A COPY TO:

Phillips Lytle LLP
1100 Franklin Avenue, 4th Floor
Garden City, NY 11530
Attn: Milan K. Tyler, Esq.

Section 12. Change of Address. The Agency or the Lessee may, by notice given hereunder to each other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Section 13. Assignment of Agreement. This Agreement shall be binding upon the successors and permitted assigns of the Lessee but no assignment shall be effective to relieve the Lessee of any of the Lessee's obligations hereunder unless expressly authorized and approved in writing by the Agency.

Section 14. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals thereof, the parties agree that the Lease executed between the parties thereto shall be a separate and independent document from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Lease shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto

specifically note that the considerations and terms provided for in this Agreement and provided for in the Lease are the only considerations and terms for which the parties thereto have executed this Agreement.

Section 15. Invalidity. If any one or more phrases, sentences, clauses or provisions of this Agreement or the entirety hereof shall be declared invalid or unenforceable by any order, decree or judgment of any court of competent jurisdiction, then such phrase, sentence, clause or provision or the entirety of this Agreement shall be deemed to be reformed in such manner as shall be determined by such court, or in the absence of such a determination then in the reasonable judgment of the Agency, to render such phrase, sentence, clause or provision of this Agreement valid and enforceable under applicable law. The parties hereto agree to enter into such documents, agreements and instruments as the Agency reasonably determines are necessary to effect any such reformation. In the event that any one more of the phrases, sentences, clauses or provisions of this Agreement cannot be reformed to comply with applicable law, then this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not appeared in this Agreement.

Section 16. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency and the Lessee.

Section 17. Prior Agreements. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof.

Section 18. Delivery of Agreement. The Agency covenants to use reasonable efforts to deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution.

Section 19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Service of Process; Consent to Jurisdiction; Forum.

A. The Lessee 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 the Lease shall be in effect. If for any reason the Lessee should cease to be so subject to service of process in the State of New York, the Lessee hereby designates and appoints, without power of revocation, Peter Meyer III, and his successor(s) as the Lessee's 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 the Lessee upon whom may be served all process, pleadings, notices or other papers which may be served upon the Lessee as a result of any of the Lessee's obligations under this Agreement; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Lessee's obligations hereunder.

B. The Lessee irrevocably and unconditionally (1) agrees that any suit, action or other legal proceeding arising out of this Agreement 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; (2) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) 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 the Lease is in effect, the Lessee's agents designated above shall accept and acknowledge in the Lessee's behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Lessee agrees and consents that any such service of process upon such agents and written notice of such service to the Lessee in the manner set forth in Section 11 hereof shall be taken and held to be valid personal service upon the Lessee whether or not the Lessee 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 Lessee 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 Lessee or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Lessee.

Section 21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of laws.

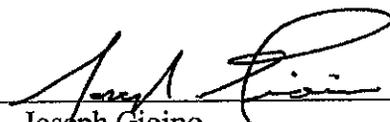
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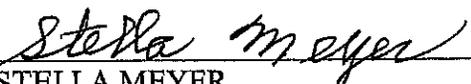
Section 22. Nature of Obligations. This Agreement shall remain in full force and effect until each and every one of the PILOT Obligations shall have been irrevocably paid in full and all other obligations of the Lessee under this Agreement shall have been paid and performed in full. If the Lessee is comprised of more than one person or entity, all their undertakings hereunder shall be joint and several, and each representation, warranty, covenant and agreement in this Agreement shall apply to each and all of such persons and/or entities named herein.

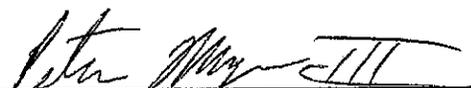
Section 23. Indemnification. The Lessee agrees indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its officers, members, agents (other than the Lessee), attorneys, servants and employees, past, present and future, against any liability arising from any default by the Lessee in performing the Lessee's obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and attorneys' fees and expenses.

IN WITNESS WHEREOF, the Agency and the Lessee have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Joseph Gioino
Executive Director


STELLA MEYER


PETER MEYER III

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

On the 6th day of March, 2007 before me, the undersigned, personally appeared Joseph Gioino, 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.

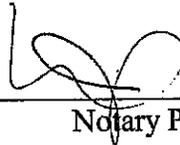


Notary Public

HELEN MANFRE
Notary Public, State of New York
No. 01MA5035652
Qualified in Suffolk County
Commission Exp. Nov. 7, 2008

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

On the 6th day of March, 2007 before me, the undersigned, personally appeared Stella Meyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

HELEN MANFRE
Notary Public, State of New York
No. 01MA5035652
Qualified in Suffolk County
Commission Exp. Nov. 7, 2008

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

On the 14th day of March, 2007 before me, the undersigned, personally appeared Peter Meyer III, 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

HELEN MANFRE
Notary Public, State of New York
No. 01MA5035652
Qualified in Suffolk County
Commission Exp. Nov. 7, 2012

EXHIBIT A

Description of the Land

PARCEL I (LOT 524)

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

BEGINNING at a monument at the point of intersection of the northeasterly line of Hicksville/Woodbury Road and the westerly line of South Woods Road (Piquets Lane);

RUNNING THENCE from said point of beginning south 70 degrees 48 minutes west along Woodbury Road, 115.95 feet to a monument;

THENCE south along Woodbury Road south 48 degrees 14 minutes west, 232.37 feet to a concrete monument;

THENCE along Woodbury Road south 43 degrees 01 seconds 50 minutes west, 199.71 feet (calc) (199.62 feet map) to a set stake;

THENCE along Woodbury Road south 39 degrees 15 minutes west, 53.37 feet (calc) (52.48 field);

RUNNING THENCE north 22 degrees 29 minutes 10 seconds west, 740.10 feet (field) (north 22 degrees 41 seconds west, 740.0 feet) to a point;

RUNNING THENCE in a generally easterly direction, 471.40 feet to land now or formerly of Peter Meyer, Jr.;

RUNNING THENCE south 21 degrees 36 seconds east, 265.04 feet more or less to a point;

RUNNING THENCE in a generally southeast direction, 206.28 feet more or less to a concrete monument set on the westerly side of South Woods Road (Piquets Lane);

RUNNING THENCE along the westerly side of Southwoods Road (Piquets Lane) north 1 degree 23 minutes, 305.31 feet more or less to the point or place of BEGINNING.

PARCEL II (LOT 516)

BEGINNING at the point of intersection of the present and proposed northwesterly lines of Hicksville-Woodbury Road and the division line between the premises herein described and the land of Fred E. Hertan and Lawrence Rosano on the West;

RUNNING THENCE along the first mentioned line the following (2) courses and directions:

1. North 40 degrees 54 minutes 16 seconds East, 52.99 feet to a point;

2. North 45 degrees 24 minutes 32 seconds East, 8.64 feet to a point on the last mentioned line;

RUNNING THENCE along said line South 41 degrees 32 minutes 07 seconds West, 61.60 feet to the point or place of beginning containing 18 plus or minus square feet. The above described parcel subject to the right, title and interest of utility companies to underground utilities.

PARCEL III (LOT 515)

BEGINNING at a point of intersection of the present northwesterly line of Hicksville-Woodbury Road and the present line of South Woods Road (Piquets Lane);

RUNNING THENCE along the last mentioned line the following (2) courses and distances:

1. South 0 degrees 58 minutes 13 seconds West, 1.47 feet to a point on curve;
2. On the arc of a curve deflecting to the right having a radius of 20.00 feet and a length of 23.80 feet to a point on the proposed northwesterly line of Hicksville- Woodbury Road;

RUNNING THENCE along said line on the arc of a curve deflecting to the left having a radius of 1,000.00 feet and a length of 301.41 feet to a point which is the intersection of the present and proposed northwesterly lines of Hicksville-Woodbury Road;

RUNNING THENCE along the first mentioned line the following (2) courses and distances:

1. North 50 degrees 36 minutes 42 seconds East, 211.23 feet to a point;
2. North 73 degrees 10 minutes 03 seconds East, 116.00 feet to the point or place of BEGINNING.