
NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY
as sublessor

AND

THE ENTITIES LISTED AS OWNER(S)
ON SCHEDULES A-1 AND A-2 HERETO
as sublessees

FOURTH AMENDMENT OF
MASTER SUBLEASE AGREEMENT

DATED AS OF DECEMBER 9, 2024

Affecting the Properties in the County of
Nassau, State of New York, as more
particularly described in Exhibit A-1 and
Exhibit A-2 to this Fourth Amendment
of Master Sublease Agreement

Prepared By:

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

FOURTH AMENDMENT OF MASTER SUBLEASE AGREEMENT

THIS FOURTH AMENDMENT OF MASTER SUBLEASE AGREEMENT (this "Amendment") dated as of December 9, 2024 (the "Effective Date") by and between the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at One West Street, 4th floor, Mineola, NY 11501 (the "Agency"), and THE ENTITIES LISTED AS OWNER(S) ON SCHEDULES A-1 AND A-2 HERETO, each having an office at 575 Underhill Boulevard, Syosset, NY 11791 (each, a "Company" and, collectively, the "Companies").

W I T N E S S E T H :

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 manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

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

WHEREAS, LONG ISLAND INDUSTRIAL MANAGEMENT LLC, a limited liability company organized and existing under the laws of the State of New York (the "Applicant"), presented an application (the "Original Application") to the Agency, which Original Application requested that the Agency consider undertaking a project (the "Original Project") consisting of the following: (A) (1) the acquisition of an interest in those certain parcels of land more particularly identified on Schedule A-1 attached hereto, which parcels are more particularly described in Exhibit A-1 attached hereto (collectively, the "Original Land"), (2) the renovation of the existing buildings on the Existing Land (collectively, the "Original Building"), and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Original Equipment"), all of the foregoing for use as commercial and industrial facilities (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 real property taxes, sales and use taxes and mortgage recording taxes; and (C) the lease (with an obligation to purchase) or sale of the Original Project

Facility to the Applicant or such other entity(ies) as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, the Applicant proposed that one (1) or more of single-purpose real estate holding companies controlled by the principals of the Applicant (together with the Applicant, the “Existing Companies”) be the owners of one (1) or more properties comprising the Original Project Facility; and

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

WHEREAS, the Existing Companies have granted a leasehold interest in their respective interests in the Original Project Facility to the Agency pursuant to the terms and conditions set forth in that certain Master Company Lease Agreement dated as of June 1, 2013 (as amended, modified, supplemented and restated to date, the “Company Lease”) between the Agency and the Existing Companies; and

WHEREAS, the Agency appointed the Existing Companies as agents of the Agency to undertake the acquisition, renovation, installation and equipping of the Original Project Facility and subleased the Original Project Facility to the Existing Companies, and the Existing Companies acted as agents of the Agency to undertake the acquisition, renovation, installation and equipping of the Original Project Facility and subleased the Original Project Facility from the Agency, all pursuant to the terms and conditions set forth in that certain Master Sublease Agreement dated as of June 1, 2013 (as amended, modified, supplemented and restated to date, the “Lease”) between the Agency and the Existing Companies and in the other Transaction Documents; and

WHEREAS, pursuant to certain Payment in Lieu of Taxes Agreements, dated as of June 1, 2013 between the respective Existing Companies and the Agency (as amended, modified, supplemented and restated to date, collectively, the “Existing PILOT Agreement”), each Existing Company agreed to make certain payments in lieu of real property taxes with respect to the portions of the Existing Land and the improvements thereon owned by each such Existing Company; and

WHEREAS, on or about March 20, 2024, the Applicant presented an application for financial assistance (the “New Application”) to the Agency, which New Application requested that the Agency consider undertaking a new project (the “New Project” and together with the Original Project, the “Project”) consisting of the following: (A) (1) the retention of and extension of the term of the Agency’s interest in the Original Land, (2) the acquisition of an interest in those certain parcels of land more particularly identified on Schedule A-2 attached hereto, which parcels are more particularly described on Exhibit A-2 attached hereto (collectively, the “New Land” and together with the Original Land, the “Land”) from the respective owners thereof (the “New Companies”), (3) the renovation of the Original Building, (4) the renovation of the existing buildings on the New Land (collectively, the “New Building” and together with the Original Building, the “Building”), and (5) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the “New Equipment” and together with the Original Equipment, the

“Equipment”), all of the foregoing for use as commercial and industrial facilities (collectively, the “New Project Facility” and together with the Original Project Facility, the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions or amended exemptions from real property taxes and mortgage recording taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Applicant and/or the Companies; and

WHEREAS, by resolution adopted by the members of the Agency on July 29, 2024 (the “Amended Authorizing Resolution”), the Agency determined to proceed with the New Project, to grant the Financial Assistance and to amend the Lease, the Existing PILOT Agreement and the other Transaction Documents in connection with the New Project; and

WHEREAS, the parties wish to clarify certain provisions of the Lease relating to project investment to be consistent with the terms of the Amended Authorizing Resolution;

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 Companies and the Agency mutually covenant, warrant and agree as follows:

ARTICLE I 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. The Lease shall constitute the “Uniform Project Agreement” with respect to the Project.

ARTICLE II AMENDMENTS.

SECTION 2.1 Effective as of the Effective Date, to incorporate the inclusion of the PILOT Mortgage, the definition of “Unassigned Rights” in Section 1.1 of the Lease is hereby deleted in its entirety and replaced with the following:

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

“project” under the Act, and (E) the right to enforce the foregoing pursuant to the PILOT Agreement, the PILOT Mortgage and Article X of this Lease.”

SECTION 2.2 Effective as of the Effective Date and for purposes of clarification, subsection (CC) of Section 2.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“(CC) As stated in the New Application, the total aggregate cost of undertaking and completing the New Project is reasonably estimated and projected to be \$100,000,000.”

SECTION 2.3 Effective as of the Effective Date and for purposes of clarification, subsection (N) of Section 2.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“(N) The Companies (i) shall maintain or shall cause the Applicant to maintain their current level of employment in the State of New York as set forth in the New Application (i.e., six (6) full-time equivalent, private sector jobs as more particularly described in the New Application) throughout the term of this Lease, (ii) create or cause the Applicant to create at least one (1) new additional full-time equivalent, private sector jobs as described in the New Application on or before December 31, 2025 and maintain such new jobs throughout the term of this Lease, (iii) cause the Sublessees and/or Sub-sublessees permitted pursuant to Section 9.3(B) of this Lease or approved pursuant to Section 9.3(A) of this Lease to maintain not less than one thousand five hundred (1,500) full-time equivalent, private sector jobs throughout the term of this Lease, and (iv) in connection with the New Project, create the equivalent of at least three hundred fifty (350) new, full-time equivalent (based on a 35-hour work week), private sector construction jobs, which construction jobs may be created at any time during the period from the Effective Date through December 31, 2050 (but, for purposes of clarity, not all such construction jobs are required to exist at the Project Facility at all times during such period); all of which jobs shall, at all applicable times during the term of this Lease, be located at the Project Facility except as expressly set forth herein (collectively, the “Minimum Employment Requirement”).”

SECTION 2.4 Effective as of the Effective Date and for purposes of clarification, subsections (O) and (P) of Section 4.1 of the Lease are hereby deleted in their entirety and replaced with the following:

“(O) The Companies agree to promptly undertake and diligently proceed to completion of the New Project consisting of (i) the acquisition, renovation, installation and equipping by the Company of certain heat pumps, insulation, air conditioner units and other equipment to increase the environmental sustainability of the Project Facility and reduce its carbon footprint (the “Sustainability Project”), such Sustainability Project having an estimated and projected cost of not less than \$25,000,000 and which shall be completed on or before December 31, 2031, and (ii) as noted in the New Application, if and to the extent undertaken, the acquisition, renovation, installation and equipping of capital improvements, building reconfigurations, building alterations and equipment installations at the Project Facility by the Company and/or tenants of the Project Facility (the “Long-Term Project”), such Long-

Term Project having an estimated and projected cost of \$72,500,000 and, if and to the extent undertaken, shall be completed on or before December 31, 2050.

(P) With respect to the New Project, the Companies project that they will make or cause to be made by the Sublessees and/or Sub-sublessees permitted pursuant to Section 9.3(B) of this Lease or approved pursuant to Section 9.3(A) of this Lease a total capital investment in the Project Facility in an amount not less than \$87,750,000, inclusive of the Sustainability Project (which represents the product of (1) 0.90 and (2) the sum of \$97,500,000 being the total project costs as estimated in the New Application). The projected capital investment for the Long-Term Project is an estimate and not an obligation hereunder or under any other Transaction Document. The Companies shall provide written documentation of any such capital investment by the Companies and/or tenants of the Project Facility, in form and substance satisfactory to the Agency, no later than February 11th of each calendar year with respect to the investment made in the Project Facility during the immediately preceding calendar year. With respect to tenants of the Project Facility, such capital investment, if and to the extent undertaken, shall be included in the calculation of the capital investment above only if the lease between the applicable Company and such tenant shall provide that such improvements shall become part of the Project Facility and shall not be removable by such tenant whether at the expiration of the term of such lease or otherwise.”

SECTION 2.5 Effective as of the Effective Date and for purposes of clarification, subsection (D) of Section 5.2 of the Lease is hereby deleted and replaced with the following:

“(D) Notwithstanding the provisions of subsection (B) above, the Companies shall have the right to extend the Stated Expiration Date until December 31, 2050 (the “Extension Option”) upon strict compliance with the provisions of this subsection (D). In order to exercise such Extension Option, the Companies must submit to the Agency not less than sixty (60) days nor more than ninety (90) days prior to the Stated Expiration Date written documentary evidence that the Companies are in compliance with the then applicable Minimum Employment Requirement, have undertaken and completed the Sustainability Project and are not in default under any of the Transaction Documents beyond applicable notice and cure periods. Within thirty (30) days after receipt of the foregoing, the Agency will either confirm its approval (not to be unreasonably withheld) of the above conditions, or describe in reasonable detail its basis for rejecting same. Subject to the Companies’ compliance with the foregoing and approval thereof by the Agency, this Lease shall be deemed extended as set forth above, and the PILOT Agreement shall be deemed extended as set forth in Section 2(B)(1)(b) thereof. Notwithstanding the foregoing, the Companies shall have the right to provide written documentary evidence to the Agency that the Companies have completed the Sustainability Project, which submission may be made at any time after completion of the Sustainability Project but in no event less than sixty (60) days prior to the Stated Expiration Date. Upon receipt of such documentary evidence, the Agency shall have thirty (30) days to certify whether the Sustainability Project has been completed. Upon the Agency giving a positive certification of the completion of the Sustainability Project, the Company shall have no further obligation to provide evidence of completion of the Sustainability Project as a condition of its exercise of the Extension Option.”

ARTICLE III CONDITIONS.

SECTION 3.1 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 Companies and the Agency of an original or counterpart originals of this Amendment;

(B) the Companies and the Applicant shall deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment;

(C) 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 satisfactory in form and substance to the Agency; and

(D) the Companies shall pay the Agency's consent fee in the amount of \$750 and all fees and expenses (including 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.

ARTICLE IV MISCELLANEOUS.

SECTION 4.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Companies contained in the Transaction Documents, except as expressly modified by this Amendment or by any document, instrument or agreement executed in connection with this Amendment, are ratified, confirmed and reaffirmed by the Companies 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) Each Company 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 such Company, enforceable against such Company in accordance with its terms.

(C) Each Company represents and warrants to the Agency that no Event of Default specified in any of the Transaction Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

(D) Neither any Company nor the Applicant nor any Affiliate of any Company or the Applicant has employed or retained any appointed or elected government official to solicit or secure the Agency's agreement to enter into this Amendment upon an agreement or understanding for a commission or percentage, brokerage or contingent fee.

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

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

SECTION 4.4 Reference to Lease. The Lease, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Lease, 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 amended by this Amendment.

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

SECTION 4.6 Successors and Assigns. The Companies and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties.

SECTION 4.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Companies 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. This Amendment may be modified only by a written agreement signed by Authorized Representatives of the Companies and the Agency.

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

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

SECTION 4.10 No Waiver. Except as expressly provided herein, this Amendment shall not be construed to be a waiver or modification, express or implied, of any of the terms or provisions of the Lease, any other Transaction Document or any other agreement, document or instrument executed and/or delivered in connection with any of the foregoing, or of any of the Agency's rights thereunder, all of which are and shall remain in full force and effect. This Amendment shall not be construed to constitute a consent to other or further action by the Companies or to entitle the Companies to any other consent.

SECTION 4.11 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 Page to Fourth Amendment of Master Sublease Agreement]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment of Master Sublease Agreement as of the dated first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Name: Sheldon L. Shrenkel
Title: CEO/Executive Director

230 DUFFY OWNER LLC

By: _____

Avi Schron
President

GSM 270-280 LLC

By: _____

Avi Schron
President

ICA 270-280 LLC

By: _____

Avi Schron
President

SAF 270-280 LLC

By: _____

Avi Schron
President

[Signature Page to Fourth Amendment of Master Sublease Agreement]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment of Master Sublease Agreement as of the dated first above written.

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: Sheldon L. Shrenkel
Title: CEO/Executive Director

230 DUFFY OWNER LLC
By: _____
Avi Schron
President

GSM 270-280 LLC
By: _____
Avi Schron
President

ICA 270-280 LLC
By: _____
Avi Schron
President

SAF 270-280 LLC
By: _____
Avi Schron
President

[Signature Page to Fourth Amendment of Master Sublease Agreement]

FED 270-280 LLC

By: _____

Avi Schron
President

GSM 290 LLC

By: _____

Avi Schron
President

ICA 290 LLC

By: _____

Avi Schron
President

SAF 290 LLC

By: _____

Avi Schron
President

FED 290 LLC

By: _____

Avi Schron
President

[Signature Page to Fourth Amendment of Master Sublease Agreement]

325 DUFFY OWNER LLC

By: _____

Avi Schron
President

GSM JOHN LLC

By: _____

Avi Schron
President

ICA JOHN LLC

By: _____

Avi Schron
President

SAF JOHN LLC

By: _____

Avi Schron
President

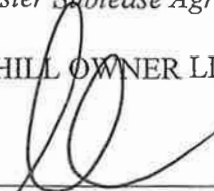
FED JOHN LLC

By: _____

Avi Schron
President

[Signature Page to Fourth Amendment of Master Sublease Agreement]

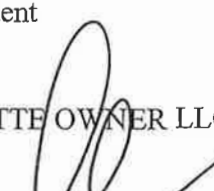
575 UNDERHILL OWNER LLC

By: 
Avi Schron
President

6851 JERICO OWNER LLC

By: 
Avi Schron
President

99 LAFAYETTE OWNER LLC

By: 
Avi Schron
President

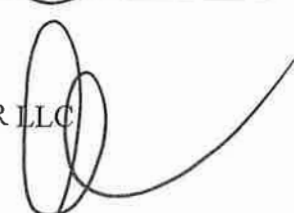
79 EXPRESS OWNER LLC

By: 
Avi Schron
President

1 FAIRCHILD OWNER LLC

By: 
Avi Schron
President

95 SEAVIEW OWNER LLC

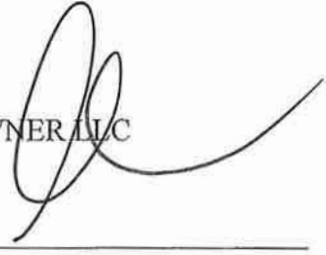
By: 
Avi Schron
President

[Signature Page to Fourth Amendment of Master Sublease Agreement]

6801 JERICO OWNER LLC

By: 
Avi Schron
President

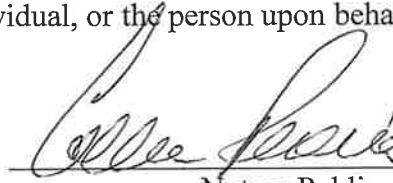
6901 JERICO OWNER LLC

By: 
Avi Schron
President

[Acknowledgment Page to Fourth Amendment of Master Sublease Agreement]

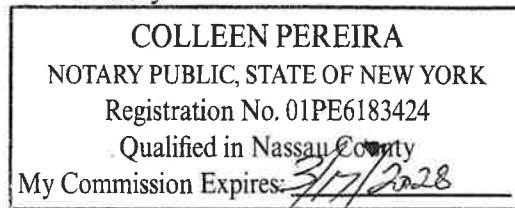
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 6th day of November, 2024, 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 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 6th day of November, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Avi Schron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to Fourth Amendment of Master Sublease Agreement]

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

On the ____ day of November, 2024, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF *New York*)

On the 26th day of November, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Avi Schron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rosemary Sardelli

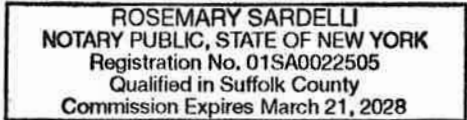
Notary Public


EXHIBIT A-1

DESCRIPTION OF THE LAND
(Existing Land)

6851 Jericho Turnpike, Muttontown, New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15 Block A Lot 2070

325 Duffy Avenue, Hicksville, New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11 Block H Lots 112 & 484

1 Fairchild Court, Plainview, New York

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

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

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

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

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

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

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

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

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

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

Section 13 Block 117 Lot 1

600 West John Street, Hicksville, New York

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

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

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

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

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

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

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

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

Section 11 Block 499 Lot 110

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

As to Lot 148:

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

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

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

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

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

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

As to Lot 191:

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

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

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

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

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

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

Section 11 Block G Lots 148 & 191

290 Duffy Avenue, Hicksville, New York

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

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

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

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

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

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

Section 11 Block G Lot 190

95 Seaview Boulevard, Port Washington, New York

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

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

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

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

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

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

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

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

Section 6 Block 89 Lot 52

79 Express Street, Plainview, New York

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

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

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

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

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

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

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

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

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

Section 13 Block 83 Lot 94

230 Duffy Avenue, Hicksville, New York

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

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

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

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

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

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

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

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

Section 11 Block G Lot 187

575 Underhill Boulevard, Syosset, New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15 Block 169 Lot 20

99 Lafayette Drive, Syosset, New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. North 83 degrees 08 minutes 40 seconds west, 125.09 feet;
 2. Southwesterly along the arc of a curve bearing to the left having a radius of 150.00 feet, a distance of 177.79 feet;
 3. South 28 degrees 56 minutes 35 seconds west, a distance of 439.11 feet;
 4. Southwesterly along the arc of a curve bearing to the left having a radius of 90.00 feet, a distance of 34.56 feet; and
 5. South 06 degrees 56 minutes 35 seconds west, a distance of 76.84 feet to the northerly side of Jericho Turnpike, at the point or place of BEGINNING.
- Jericho Turnpike and Burke Lane Right of Way lines referred to in the above descriptions are as existed prior to the road widening of 1995 (old line).

Section 15 Block E Lot 172

EXHIBIT A-2

DESCRIPTION OF THE LAND
(New Land)

Parcel 13 - 6801 Jericho Turnpike, Syosset, New York 11791

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

BEGINNING at a point on the north side of Jericho Turnpike 301.12 feet westerly measured along the north side of Jericho Turnpike from the intersection formed by the north side of Jericho Turnpike and the west side of Underhill Boulevard (before the widening);

RUNNING THENCE south 76 degrees 31 minutes 36 seconds west 651.01 feet along the north side of Jericho Turnpike to a point;

THENCE the following seven (7) courses and distances;

1. North 02 degrees 38 minutes 27 seconds west, 660.02 feet;
2. North 87 degrees 21 minutes 30 seconds east, 20.75 feet;
3. North 2 degrees 36 minutes 37 seconds west, 531.81 feet;
4. North 81 degrees 56 minutes 20 seconds east, 138.99 feet;
5. South 13 degrees 28 minutes 24 seconds east, 754.34 feet;
6. North 76 degrees 31 minutes 36 seconds east, 267.91 feet;
7. South 13 degrees 28 minutes 24 seconds east, 399.18 feet to the north side of Jericho Turnpike and the point or place of BEGINNING.

EXCEPTING THEREFROM that which was appropriated by the State of New York for the construction of Jericho Turnpike as set forth in Notice of Appropriation recorded in Liber 10257 at Page 363.

BEING further known and described as:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Muttontown, Town of Oyster Bay, County of Nassau and State of New York bounded and described according to a Survey made by Statewide Land Surveying P.C., dated May 3, 2019, and last updated through visual examination by Haynes Land Surveyors, Professional Land & City Surveyors on January 7, 2021, as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike, said point being 229.38 feet westerly from the extreme westerly end of the arc of a curve connecting the northerly side of Jericho Turnpike with the westerly side of Underhill Boulevard;

RUNNING THENCE north 23 degrees 49 minutes 53 seconds west, a distance of 364.30 feet to a point;

THENCE south 66 degrees 10 minutes 07 seconds west, a distance of 267.91 feet to a point;

THENCE south 23 degrees 49 minutes 53 seconds east, a distance of 754.34 feet to a point;

THENCE north 71 degrees 34 minutes 51 seconds east, a distance of 138.99 feet to a point;

THENCE north 12 degrees 58 minutes 06 seconds west, a distance of 531.81 feet to a point;

THENCE north 77 degrees 00 minutes 01 seconds east, a distance of 20.75 feet to a point;

THENCE north 12 degrees 59 minutes 56 seconds west, a distance of 660.02 feet to the northerly side of Jericho Turnpike;

THENCE easterly along said northerly side of Jericho Turnpike the following four (4) courses and distances:

1. North 66 degrees 10 minutes 07 seconds east, a distance of 92.46 feet to a point;
2. North 59 degrees 34 minutes 28 seconds east, a distance of 73.05 feet to a point;
3. North 59 degrees 32 minutes 15 seconds east, a distance of 37.19 feet to a point;
4. Continuing easterly along the present northerly line of said Jericho Turnpike, along the arc of a curve having a radius of 3413.00 feet, a distance of 449.93 feet to the point or place of BEGINNING.

Parcel 14: 6901 Jericho Turnpike, Syosset, NY 11791

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

BEGINNING at a point on the new northerly side of Jericho Turnpike at the southwesterly end of a line that generally connects the new northerly side of Jericho Turnpike and the new westerly side of Underhill Boulevard;

RUNNING THENCE westerly, along the new northerly side of Jericho Turnpike, along the arc of a curve bearing to the left having a radius of 3,542.39 feet, a length of 183.31 feet;

THENCE westerly, still along the new northerly side of Jericho Turnpike, along the arc of a curve bearing to the Left, having a radius of 3,413.00 feet, a length of 46.67 feet;

THENCE north 23 degrees 49 minutes 53 seconds west 364.30 feet;

THENCE south 66 degrees 10 minutes 07 seconds west, 267.91 feet;

THENCE north 23 degrees 49 minutes 53 seconds west, 327.32 feet;

THENCE north 66 degrees 10 minutes 07 seconds east, 244.00 feet;

THENCE south 23 degrees 49 minutes 53 seconds east, 142.50 feet;

THENCE north 66 degrees 10 minutes 07 seconds east, 36.00 feet;

THENCE south 23 degrees 49 minutes 53 seconds east, 109.00 feet;

THENCE north 66 degrees 10 minutes 07 seconds east, 446.53 feet, to the new westerly side of Underhill;

THENCE southerly, along the new westerly side of Underhill Boulevard the following eight (8) courses and distances:

1. South 05 degrees 29 minutes 12 seconds east, 322.44 feet;
2. South 02 degrees 32 minutes 22 seconds west, 95.28 feet;
3. South 10 degrees 30 minutes 20 seconds west, 46.33 feet;
4. South 30 degrees 46 minutes 11 seconds west, 28.73 feet;
5. North 59 degrees 13 minutes 58 seconds west, 2.00 feet;
6. South 30 degrees 46 minutes 11 seconds west, 5.00 feet;
7. South 59 degrees 13 minutes 44 seconds east, 2.00 feet;
8. South 56 degrees 32 minutes 11 seconds west, 32.81 feet to the point or place of BEGINNING.

SCHEDULE A-1

LIST OF PROJECT FACILITY PROPERTIES
(Existing Land)

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

SCHEDULE A-2

LIST OF PROJECT FACILITY PROPERTIES
(New Land)

<u>Address</u>	<u>Owner(s)</u>	<u>Tax Map Identification No.</u>
6801 Jericho Turnpike, Village of Muttontown	6801 Jericho Owner LLC	15/A/2409 15/A/2408 15/A/677
6901 Jericho Turnpike, Village of Muttontown	6901 Jericho Owner LLC	15/A/2410