

NASSAU EVENTS CENTER, LLC

and

NASSAU LIVE CENTER, LLC

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT, ASSUMPTION AND SECOND AMENDMENT
TO SUBLEASE AGREEMENT

Dated as of August 19, 2020

Section: 44
Block: F
Lot: 351 & 415 (f/k/a 410 and 351)

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

**ASSIGNMENT, ASSUMPTION AND SECOND AMENDMENT TO SUBLEASE
AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND SECOND AMENDMENT TO SUBLEASE AGREEMENT (this “Amendment”) dated as of August 19, 2020 (the “Effective Date”), by and among the NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at One West Street, 4th floor, Mineola, NY 11501 (the “Agency”), NASSAU EVENTS CENTER, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, having an office at 1255 Hempstead Turnpike, Uniondale, NY 11553 (the “Assignor” or the “Applicant”), and NASSAU LIVE CENTER, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, having an office at 115 Front Street, Suite 300, Jupiter, FL 33477 (collectively, the “Company” or “Assignee”).

RECITALS:

WHEREAS, Nassau Events Center, LLC (“Applicant”), a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company, having an office at 1 Metrotech Center, 23rd floor, Brooklyn, NY 11201, presented an application for financial assistance (the “Application”) requesting that the Agency undertake a project (the “2015 Project”) consisting of the following: (A)(1) the acquisition of an interest in an approximately 77 acre parcel of land located at 1255 Hempstead Turnpike, Uniondale, Town of Hempstead, Nassau County, New York (Section: 44; Block: F; Lots: 351 & 403, as subsequently amended and reduced to approximately 60.4 +/- acres (the approximately 60.4 acres known on the Nassau County Tax Map as Section 44; Block F; Lots: 351 and 415 and referred to herein as the “Land”)), (2) the renovation, alteration and improvement of the existing Nassau Veterans Memorial Coliseum (the “Building”) located on the Land, together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the “Equipment”), all of the foregoing for use by the Company as an approximately 13,000 seat state-of-the-art sports and entertainment complex (collectively, the “2015 Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes and assessments, mortgage recording taxes and sales and use taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase), license or sale of the 2015 Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Applicant received Financial Assistance with respect to the 2015 Project Facility from the Agency; and

WHEREAS, the Agency appointed the Applicant as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the 2015 Project Facility and the Agency has

subleased the 2015 Project Facility to Applicant, all pursuant to the terms and conditions set forth in the Sublease Agreement dated as of October 1, 2015 between the Applicant and the Agency (as amended to date, the “Sublease Agreement”) and the other Transaction Documents (as defined in each of such Sublease Agreement); and

WHEREAS, pursuant to a resolution adopted by the Agency on September 5, 2018 (the “Authorizing Resolution”) and a Project Agreement, dated as of December 1, 2018 (as amended, modified, supplemented or restated, the “Project Agreement”), between the Agency and the Applicant, the Agency has authorized the Applicant to act as its agent to complete the acquisition, renovation, installation and equipping of a commercial facility in Nassau County, New York, consisting of: (1) the renovation of the existing Building located at the Land, and (2) the acquisition of certain furniture, fixtures, machinery and equipment (the “2018 Equipment”, and collectively with the 2015 Equipment, the “Equipment”) necessary for the completion thereof, all of the foregoing as required by the National Hockey League to permit the New York Islanders to play at the Building (collectively, the “2018 Project Facility” and collectively with the 2015 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 from sales and uses taxes (collectively, the “2018 Financial Assistance” and collectively with the 2015 Financial Assistance, the “Financial Assistance”); and (C) the lease (with an obligation to purchase), license or sale of the 2018 Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency (the “2018 Project” and together with the 2015 Project, the “Project”); and

WHEREAS, Applicant and Nassau County executed and delivered that certain Amended and Restated Coliseum Lease between Nassau County (the “Landlord”) and Applicant (the “Original Lease”), as amended by that certain (i) letter agreement between Landlord and Applicant dated October 30, 2015 (the “2015 Letter”), (ii) First Amendment to Amended and Restated Coliseum Lease between Landlord and Applicant dated as of March 9, 2018 (the “First Amendment”), and (iii) Second Amendment to Amended and Restated Coliseum Lease between Landlord and Applicant dated as of January 7, 2019 (the “Second Amendment” and together with the Original Lease, the 2015 Letter and the First Amendment, collectively, the “Overlease”) each affecting the Land. The Applicant has defaulted under its obligations under the Overlease but is within the cure period thereof; and

WHEREAS, Nassau Coliseum Funding 100, LLC (“NCF 100”), a duly organized and existing limited liability company under the laws of the State of Delaware, with an address at 115 Front Street, Suite 300, Jupiter, FL 33477, provided a certain Project Loan Leasehold, Subleasehold and Sub-Subleasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 30, 2015, and Building Loan Leasehold, Subleasehold and Sub-Subleasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 30, 2015, encumbering the Land (collectively, the “Mortgages”). The Applicant has defaulted under its obligations under the Mortgages; and-

WHEREAS, pursuant to Schedule J of the Overlease, NCF 100 has the right to cure the defaults of the Applicant; and

WHEREAS, in view of the Applicant's default under the Overlease, lack of defense to foreclosure of the Mortgages and Assignee's right to acquire the Overlease through the foreclosure process, and in lieu of foreclosure, protracted litigation and the attendant time and expense, and to more promptly resume operations of the Coliseum for the ultimate benefit of the County of Nassau and the public, the Applicant and NCF 100 have entered into a Loan Settlement Agreement; and

WHEREAS, pursuant to the Loan Settlement Agreement, Applicant will assign and transfer to NC 100's designee, Nassau Live Center, LLC (the "Assignee"), a duly organized and existing limited liability company under the laws of the State of Delaware that will become authorized to do business in the State of New York, by operation of the Overlease and consistent with the Assignee's rights under Overlease Schedule J occasioned by Applicant's default, all of its right, title and interest in and to the Overlease, and Assignee will become the tenant under the Overlease and will assume all of the terms, covenants and conditions of the Overlease as of the date of the closing of the subject assignment and assumption, and will simultaneously cure the defaults under the Overlease (the "Assignment and Cure"); and

WHEREAS, pursuant to Section 12.19(A) of the Sublease Agreement, the Assignee has the right to cure the defaults of the Applicant; and

WHEREAS, pursuant to Section 9.3 of the Sublease Agreement, the Applicant is permitted to assign its interests in the 2015 Project Facility upon receipt of approval from the Agency and pursuant to Section 9.1 of the Project Agreement, the Applicant is permitted to assign its interests in the 2018 Project Facility upon receipt of approval from the Agency; and

WHEREAS, the Applicant and the Assignee have requested that the Agency consent (the "Consent Request") to the (a) sale and transfer of the Applicant's 100% ownership interest in the Project Facility to the Assignee or its designee, (b) assignment of the Sublease Agreement and the other Transaction Documents, by the Applicant to the Assignee (including the assignment, amendment or restatement of finance mortgages), (c) substitution of new indemnitor(s), to be determined and accepted by the Nassau County Industrial Agency at its sole discretion (the "New Indemnitor"), under the Environmental Indemnity in the place of the existing indemnitor, (d) waiver of any right of recapture against Applicant for any alleged defaults of Applicant under any Transaction Document, (e) waiver of any right to declare an Event of Default against Assignee for any actions or inaction of Applicant under the Transaction Documents prior to the assignment of the Sublease Agreement and the other Transaction Documents, and (f) release of Applicant from any obligations under the Transaction Documents (collectively, the "Proposed Transaction"); and

WHEREAS, no additional Financial Assistance is being requested by the Applicant or Assignee with respect to such requests and, therefore, no public hearing of the Agency is required pursuant to Section 859-a of the Act; and

WHEREAS, the Agency is willing to consent to the assignment of the Assignor's interest in the Sublease Agreement to the Assignee only if the Assignee agrees to be bound by and comply with each of the terms and conditions set forth in the Sublease Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor, the Assignee and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

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

SECTION 2. ASSIGNMENT AND ASSUMPTION.

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

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

SECTION 2.3 Assignor's Indemnification of Assignee and the Agency. To the extent not covered by policies of insurance, the Assignor shall and does hereby indemnify the Assignee and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignee and the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Assignee or the Agency, as the case may be, in connection with the Lease or any other Transaction Document based upon or arising out of any breach or alleged breach of the Lease or any other Transaction Document by the Assignor occurring or alleged to have occurred before the Effective Date.

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

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

SECTION 2.6 Release of Assignor. Except for Assignor's indemnification obligations pursuant to Section 2.3 above, the Assignor is hereby released from all other obligations under and in connection with the Sublease Agreement.

SECTION 3. AMENDMENTS.

SECTION 3.1 Effective as of the Effective Date, Article I of the Sublease Agreement is amended by adding the defined term "Assignor" and replacing it with the following:

"Assignor" shall mean Nassau Events Center, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, having an office at 1 Metrotech Center, 23rd floor, Brooklyn, NY 11201.

SECTION 3.2 Effective as of the Effective Date, Article I of the Sublease Agreement is amended by deleting the defined term "Company" and replacing it with the following:

"Company" shall mean Nassau Live Center, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and duly authorized to do business in the State of New York, having an office at 115 Front Street, Suite 300, Jupiter, FL 33477.

SECTION 3.3 Effective as of the Effective Date, Article I of the Sublease Agreement is amended by deleting the defined term "Environmental Indemnification" and replacing it with the following:

"Environmental Indemnification" means, individually or collectively, as the context may require: (i) the Environmental Compliance and Indemnification Agreement dated as of October 1, 2015 by the Assignor in favor of the Agency; (ii) the Assignment and Assumption of the Environmental Compliance and Indemnification Agreement dated as of August 19, 2020 between the Assignor, Assignee and Agency in favor of the Agency."

SECTION 3.4 Effective as of the Effective Date, Section 2.2(R) of the Sublease Agreement is hereby amended and restated in its entirety to read as follows:

"(R) Unless the Company has transferred the Project as permitted under Article IX or Article XII of this Lease, the Company is, and shall at all times during the term of this Lease,

continue to be owned solely by Nassau Live Investor, LLC, its sole member, which shall be owned by Nassau Col LLC and Nassau Live Holding, LLC, its members. There shall be no change in the controlling beneficial ownership of the Company, Nassau Live Investor, LLC, Nassau Col LLC or Nassau Live Holding, LLC without the Agency's consent."

SECTION 3.5 Effective as of the Effective Date, Subsection (B) of Section 12.1 of the Sublease Agreement is hereby amended and restated in its entirety to read as follows:

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

Nassau Live Center, LLC
115 Front Street, Suite 300
Jupiter, FL 33477

WITH A COPY TO:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, NY 11556-1320
Attn: Peter L. Curry, Esq.

IF TO THE AGENCY:

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

WITH A COPY TO:

Harris Beach PLLC
333 Earle Ovington Blvd
Suite 901
Uniondale, NY 11553
Attn: Andrew Komaromi, Esq."

SECTION 4. CONDITIONS.

SECTION 4.1 Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

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

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

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

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

SECTION 5. MISCELLANEOUS.

SECTION 5.1 Representations and Warranties.

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

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

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

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

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

SECTION 5.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

SECTION 5.4 Reference to Sublease Agreement. The Sublease Agreement, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Sublease Agreement, as amended hereby, are hereby amended so that any reference to the “Sublease Agreement” in the Sublease Agreement, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Sublease Agreement shall mean a reference to the Sublease Agreement, as amended hereby.

SECTION 5.5 Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

SECTION 5.6 Successors and Assigns. The Assignor, the Assignee and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

SECTION 5.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Assignor, the Assignee and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment. Audio-visual notarization of this Assignment shall be deemed to constitute a due notarization pursuant to the Executive Order of the Governor of New York State (each, an “EO”) originally set forth in EO 202.7 and extended by EOs 202.14, 202.18, 202.28 and 202.38 and 202.48).

SECTION 5.8 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 5.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Sublease Agreement, the terms and provisions of this Amendment shall govern.

SECTION 5.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

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

Assignor:

NASSAU EVENTS CENTER, LLC,
a Delaware limited liability company

By: Maureen Hanlon
Maureen Hanlon
Chief Executive Officer and President

Assignee:

NASSAU LIVE CENTER, LLC,
a Delaware Limited Liability Company

By: Mark A. Giresi
Mark A. Giresi
Authorized Signatory

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Harry Coghlan
Executive Director

(Signature Page to Assignment of Lease)

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

Assignor:

NASSAU EVENTS CENTER, LLC,
a Delaware limited liability company

By: _____
Maureen Hanlon
Chief Executive Officer and President

Assignee:

NASSAU LIVE CENTER, LLC,
a Delaware Limited Liability Company

By:  _____
Mark A. Giresi
Authorized Signatory

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Harry Coghlan
Executive Director

(Signature Page to Assignment of Lease)

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

Assignor: **NASSAU EVENTS CENTER, LLC,**
a Delaware limited liability company

By: _____
Maureen Hanlon
Chief Executive Officer and President

Assignee: **NASSAU LIVE CENTER, LLC,**
a Delaware Limited Liability Company

By: _____
Mark A. Giresi
Authorized Signatory

Agency: **NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Harry Coghlan
Executive Director

(Signature Page to Assignment of Lease)

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

On the 18 day of August, 2020, before me, the undersigned, personally appeared **Maureen Hanlon**, 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.

Michael P. Sasso

Notary Public

FLORIDA
STATE OF ~~NEW YORK~~)
)SS.:
COUNTY OF Balm Beach)

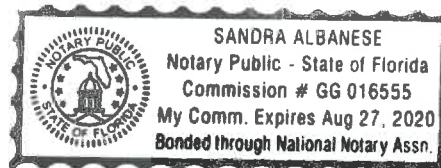
MICHAEL P. SASSO
Notary Public, State of New York
No. 4884329
Qualified in Nassau County
Commission Expires July 22, 2021

On the 14 day of August, 2020, before me, the undersigned, personally appeared **Mark A. Giresi**, 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.

Sandra Albanese

Notary Public

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



On the ___ day of August, 2020, before me, the undersigned, personally appeared **Harry Coghlan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment Page to Assignment of Lease)

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

On the ____ day of August, 2020, before me, the undersigned, personally appeared **Maureen Hanlon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of August, 2020, before me, the undersigned, personally appeared **Mark A. Giresi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 17th day of August, 2020, before me, the undersigned, personally appeared **Harry Coghlan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN J ANZALONE
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC# 02AN6258008
COMM. EXP. MARCH 12, 2024

 Notary Public

(Acknowledgment Page to Assignment of Lease)

SCHEDULE A

See Attached

DESCRIPTION OF THE LAND

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

BEGINNING at the corner formed by the intersection of the northerly line of Hempstead Turnpike with the easterly line of Earle Ovington Boulevard;

RUNNING THENCE along the said easterly line of Earle Ovington Boulevard North 64 degrees 52 minutes 15.5 seconds West a distance of 44.67 feet to a point;

RUNNING THENCE still along the easterly line of Earle Ovington Boulevard and along the easterly line and southerly line of Charles Lindbergh Boulevard the following six (6) courses and distances:

- 1) Northerly along a curve bearing to the right having a radius of 895.00 feet and a distance of 432.61 feet;
- 2) North 17 degrees 52 minutes 04.5 seconds East a distance of 291.66 feet;
- 3) Northerly along a curve bearing to the left having a radius of 1105.00 feet a distance of 427.65 feet;
- 4) North 04 degrees 18 minutes 23.2 seconds West a distance of 262.79 feet;
- 5) Northerly along a curve bearing to the right having a radius of 1720.00 feet a distance of 600.99 feet;
- 6) Northerly and easterly along a curve bearing to the right having a radius of 741.00 feet a distance of 720.53 feet to the westerly line of Tax Lot 411 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 411 the following two (2) courses and distances:

- 1) South 17 degrees 04 minutes 37 seconds East a distance of 345.51 feet;
- 2) North 72 degrees 55 minutes 23 seconds East a distance of 569.57 feet;

RUNNING THENCE South 17 degrees 04 minutes 37 seconds East a distance of 60.00 feet to a the northerly line of Tax Lot 412 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 412 the following nine (9) courses and distances:

- 1) South 72 degrees 55 minutes 23 seconds West a distance of 342.56 feet;
- 2) South 17 degrees 04 minutes 37 seconds East a distance of 189.35 feet;
- 3) North 72 degrees 55 minutes 23 seconds East a distance of 238.25 feet;
- 4) South 17 degrees 04 minutes 37 seconds East a distance of 354.62 feet;

- 5) South 72 degrees 55 minutes 23 seconds West a distance of 235.15 feet;
- 6) South 17 degrees 04 minutes 37 seconds East a distance of 429.39 feet;
- 7) North 72 degrees 55 minutes 23 seconds East a distance of 319.46 feet;
- 8) Northeasterly along a curve bearing to the left having a radius of 20.00 feet and a distance of 31.42 feet;
- 9) North 17 degrees 04 minutes 37 seconds West a distance of 953.36 feet to the northerly line of said Tax Lot 412;

RUNNING THENCE North 17 degrees 04 minutes 37 seconds West 60.00 feet to a point on the southerly line of Tax Lot 411;

RUNNING THENCE northerly the following three (3) courses and distances:

- 1) North 17 degrees 04 minutes 37 seconds West a distance of 147.00 feet;
- 2) North 72 degrees 55 minutes 23 seconds East a distance of 279.68 feet;
- 3) North 17 degrees 04 minutes 37 seconds West a distance of 190.58 feet a point on the southerly line of Charles Lindbergh Boulevard;

RUNNING THENCE easterly along the southerly line of Charles Lindbergh Boulevard North 73 degrees 29 minutes 27 seconds East a distance of 303.66 feet to the corner formed by the intersection of the westerly line of James Doolittle Boulevard and the southerly line of Charles Lindbergh Boulevard.

RUNNING THENCE along the westerly line of James Doolittle Boulevard the following two courses and distances:

- 1) South 17 degrees 30 minutes 22 seconds East a distance of 316.84 feet;
- 2) South 08 degrees 17 minutes 20 seconds East a distance of 88.78 feet;

RUNNING THENCE South 72 degrees 55 minutes 23 seconds West 492.13 feet;

RUNNING THENCE South 17 degrees 04 minutes 37 seconds East 1,499.83 feet to the northerly line of Hempstead Turnpike;

RUNNING THENCE along said northerly line of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West 2,023.58 feet to the POINT or PLACE of BEGINNING.

Containing within said bounds 2,841,037 s.f. or 65.22 Acres more or less.