

NASSAU EVENTS CENTER, LLC

and

NASSAU LIVE CENTER, LLC

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT AND ASSUMPTION
OF PILOT AGREEMENT

Dated as of August 19, 2020

ASSIGNMENT AND ASSUMPTION OF PILOT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PILOT AGREEMENT (this “Assignment Agreement”) 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, New York 11553 (the “Assignor”), and 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 (the “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, pursuant to a certain Payment in Lieu of Taxes Agreement dated as of October 1, 2015 (the "PILOT Agreement"), by and between the Assignor and the Agency, the Assignor agreed to make certain payments in lieu of real property taxes with respect to the Land and the improvements thereon; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the PILOT Agreement to the Assignee and the Assignee desires to assume all of the obligations of the Assignor under the PILOT Agreement; and

WHEREAS, the Agency is willing to consent to the assignment of the Assignor's interest in the PILOT 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 PILOT Agreement;

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, the Assignee and the Agency mutually covenant, warrant and agree as follows:

1. Assignment. The Assignor hereby assigns, conveys and transfers to the Assignee all of the Assignor's right, title and interest in, to and under the PILOT Agreement.

2. Assumption. The Assignee accepts the assignment of and hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by the Assignor under the PILOT Agreement arising from and after the Effective Date. Further, it is expressly noted that Section 5 of the PILOT Agreement shall continue to govern any Additional Facilities at the Land. The taxes or payment in lieu thereof for any such Additional Facilities will be determined in accordance with Section 5 of the PILOT Agreement. Without limiting the generality of the provisions of Section 5 of the PILOT Agreement, entitled 'Additional Facilities,' the Additional Facilities would include any development pursuant to the Development Plan Agreement dated as of January 7, 2019 by and between Nassau County and Nassau Hub Master Developer LLC.

3. The Assignee's Indemnification of 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 PILOT Agreement based upon or arising out of any breach or alleged breach of the PILOT Agreement by the Assignee occurring or alleged to have occurred on or after the Effective Date.

4. Release of Assignor. The Assignor is hereby released from its obligations under and in connection with the PILOT Agreement.

5. Consent to Assignment. The Agency hereby consents to the foregoing assignment and assumption of the PILOT Agreement and acknowledges that all requirements of the PILOT Agreement with respect to the assignment thereof have been complied with or compliance has been waived by the Agency. The parties agree that any provision of the PILOT Agreement prohibiting or restricting the transfer 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.

6. Representations, Covenants and Warranties. All terms, conditions, covenants, representations and warranties of the Assignor contained in the PILOT Agreement, 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 Assignment Agreement.

7. Governing Law. This Assignment Agreement, 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.

8. 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 Assignment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

9. Counterparts. This Assignment Agreement 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 Assignment Agreement. 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).

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

11. Conflicting Provisions. In the event of any conflict in the terms and provisions of this Assignment Agreement and the terms and provisions of the PILOT Agreement, the terms and provisions of this Assignment Agreement shall govern.

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

(Remainder of Page Intentionally Left Blank – Signature Pages Follow)

IN WITNESS WHEREOF, this Assignment Agreement 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 PILOT)

IN WITNESS WHEREOF, this Assignment Agreement 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 PILOT)

IN WITNESS WHEREOF, this Assignment Agreement 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 PILOT)

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.

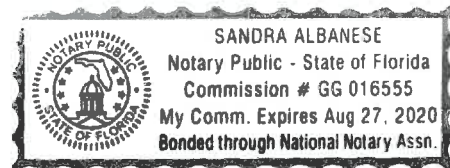
Michael P. Sasso
Notary Public

MICHAEL P. SASSO
Notary Public, State of New York
No. 4094329
Qualified in Nassau County
Commission Expires July 22, 2021

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

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 Company 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# 02AN8258008
COMM. EXP. MARCH 12, 2024



Notary Public

(Acknowledgment Page to Assignment of PILOT)