

CSH PLAINVIEW, LLC,
as Assignor

and

THE RESIDENCES AT PLAINVIEW LL, LLC,
as Assignee

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT, ASSUMPTION AND AMENDMENT NO. 2
TO UNIFORM PROJECT AGREEMENT

Dated as of April 15, 2026

Prepared By:

Section: 46
Block: 567
Lots: 61

Section: 47
Block: 022
Lots: 3 and 4

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

Address: 9 Gerhard Road
Plainview
Town of Oyster Bay

ASSIGNMENT, ASSUMPTION AND AMENDMENT NO. 2
TO UNIFORM PROJECT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT NO. 2 TO UNIFORM PROJECT AGREEMENT (this "Amendment") dated as of April 15, 2026 (the "Effective Date"), by and among NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at One West Street, 4th floor, Mineola, NY 11501 (the "Agency"), CSH PLAINVIEW, LLC, a limited liability company 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 9 Gerhard Road, Plainview, NY 11803 (the "Assignor"), and THE RESIDENCES AT PLAINVIEW LL, LLC, a limited liability company 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 c/o Investcorp., 280 Park Avenue, New York, NY 10017 (the "Company" or the "Assignee").

RECITALS:

WHEREAS, the Assignor submitted an application for financial assistance (the "Application") to the Agency requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 4.85 acre parcel of land located at 9 Gerhard Road, Plainview, Town of Oyster Bay, Nassau County, New York (Section: 46; Block: 567; Lot: 61 and Section: 47; Block: 022; Lots: 3 and 4), which parcel of land is more particularly described on Exhibit A attached hereto (the "Land"), (2) the renovation of an existing approximately 150,000 square foot vacant building (collectively, the "Building") on the Land, together with related improvements to the Land and (3) the acquisition of certain furniture, fixtures, machinery and equipment (the "Equipment") necessary for the completion thereof (collectively, the "Project Facility"), all of the foregoing for use by the Assignor as an approximately 117-unit senior (62 and over) residential independent living facility; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes, mortgage recording taxes and sales and use taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Assignor or such other entity as may be designated by the Assignor and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on April 18, 2019 (the "Authorizing Resolution"), the Agency determined to proceed with the Project, to grant the Financial Assistance and to enter into the "straight lease transaction" (as such quoted term is defined in the Act) contemplated by the Authorizing Resolution; and

WHEREAS, the Agency appointed the Assignor as agent of the Agency to undertake the acquisition, renovation, installation and equipping of the Project Facility, all pursuant to the terms and conditions set forth in the Uniform Project Agreement dated as of July 1, 2019 between the Assignor and the Agency (as amended, modified, supplemented and restated to date, the “Uniform Project Agreement”) and the other Transaction Documents (as defined in the Uniform Project Agreement); and

WHEREAS, the Assignor leased the Project Facility to the Agency pursuant to the terms and conditions set forth in the Company Lease Agreement dated as of July 1, 2019 between the Assignor, as lessor, and the Agency, as lessee (as amended, modified, supplemented and restated to date, the “Company Lease”); and

WHEREAS, the Agency subleased the Project Facility to the Assignor pursuant to the terms and conditions set forth in the Sublease Agreement dated as of July 1, 2019 between the Agency, as sublessor, and the Assignor, as sublessee (as amended, modified, supplemented and restated to date, the “Lease”), and the other Transaction Documents (as defined in the Lease); and

WHEREAS, by letter and Application for Financial Assistance each dated February 11, 2026 (collectively, the “Consent Request”), the Agency was requested to consent to (a) the transfer of the Assignor’s right, title and interest in the Project Facility to the Assignee, (b) the assignment by the Assignor to the Assignee of the Assignor’s right, title and interest in and to the Uniform Project Agreement, the Company Lease, the Lease, the PILOT Agreement (as defined in the Lease) and the other Transaction Documents, (c) the master leasing of the Project Facility by the Assignee to The Residences at Plainview TT, LLC, a joint venture between Investcorp. and certain affiliates of the indirect owners of the Assignor, (d) the replacement of certain guarantors and indemnitors under the Transaction Documents, and (e) the execution and delivery of certain amendments and other documents, instruments and agreements for the purpose of, inter alia, correcting a scrivener’s error with respect to the use of the Project Facility by a Permitted Transferee (as defined in the Lease) (collectively, the “Proposed Transaction”); and

WHEREAS, the Agency approved the Proposed Transaction pursuant to a resolution adopted by the members of the Agency on February 26, 2026 (the “Consent Resolution”); and

WHEREAS, counsel to the Assignor and the Assignee submitted a letter dated March 11, 2026 (the “Amendment Request”), advising the Agency that the Assignor and the Assignee have agreed that the proposed purchase of the Project Facility will not include that portion of the Land (and the improvements thereon) shown as Section: 47; Block: 022; Lots: 3 and 4 on the Tax Map of the County of Nassau (the “Parking Parcel”), which Parking Parcel is more particularly described in Exhibit A-1 to this Amendment, and requesting that the Agency terminate its interests therein (collectively, the “Proposed Amendment Transaction”); and

WHEREAS, the Agency approved the Proposed Amendment Transaction pursuant to a resolution adopted by the members of the Agency on March 31, 2026 (the "Consent Amendment Resolution"); and

WHEREAS, the Agency is willing to enter into the documents, instruments and agreements required to effectuate the Proposed Transaction and the Proposed Amendment Transaction only if the Assignee agrees, inter alia, to be bound by and comply with each of the terms and conditions set forth in the Uniform Project Agreement;

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

SECTION 2.2 Assumption. The 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 by the Assignor under the Uniform Project Agreement from and after the Effective Date, other than the Prior Obligations (as defined below).

SECTION 2.3 Assignor's Indemnification of the Agency. The Assignor shall and does hereby indemnify the Agency against and agrees to defend (with counsel reasonably selected by the Agency) and hold the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Agency in connection with the Uniform Project Agreement or any other Transaction Document based upon or arising out of any breach or alleged breach of the Uniform Project Agreement 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 the Agency. The Assignee shall and does hereby indemnify the Agency against and agrees to defend (with counsel reasonably selected by the Agency) and hold the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Agency in connection with the Uniform Project Agreement or any other Transaction Document based upon or arising out of any breach or alleged breach of the Uniform Project 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 of the Uniform Project Agreement and acknowledges that all requirements of the Uniform Project Agreement with respect to the assignment and assumption thereof have been complied with or compliance has been waived by the Agency. The parties agree that any provisions of the Uniform Project 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 Limited Release of Assignor. Effective from and after the Effective Date, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Project Facility, including, without limitation, its obligations, liabilities and duties arising under the Uniform Project Agreement and the other Transaction Documents from and after the Effective Date, except that the Assignor is not hereby released from any obligations, liabilities or duties under the Uniform Project Agreement or any other Transaction Document arising prior to the Effective Date (collectively, the "Prior Obligations"), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold the Agency harmless under the Uniform Project Agreement and the other Transaction Documents with respect to the Prior Obligations and irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

SECTION 3. AMENDMENTS.

SECTION 3.1 Effective as of the Effective Date, the definitions of "Company" and "Guarantor" set forth in the Uniform Project Agreement, including, without limitation, in Schedule A to the Uniform Project Agreement, are amended and restated in their entirety to read as follows:

"'Company' means THE RESIDENCES AT PLAINVIEW LL, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York.

‘Guarantor’ or ‘Guarantors’ means, individually or collectively, as the context may require, (i) The Residences at Plainview TT, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, (ii) 2026 Portfolio Three, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and (iii) IVC The Residences at Plainview Holdings, LLC, a limited liability company organized and existing under the laws of the State of Delaware.”

SECTION 3.2 The Parking Parcel is hereby released from the lien and terms of the Uniform Project Agreement and any description of the Land in the Uniform Project Agreement is hereby amended by deleting the Parking Parcel therefrom. For purposes of clarity, the portion of the Project Facility that remains subject to the Uniform Project Agreement shall be the property more particularly described in Exhibit A-2 to this Amendment and shall be referred to herein as the “Improvement Parcel.” From and after the Effective Date, all references to the “Land” in the Uniform Project Agreement and the other Transaction Documents shall mean the Improvement Parcel. The Assignor and the Assignee each hereby acknowledges and agrees that, from and after the Effective Date, the Assignor and the Assignee shall not be entitled to any Financial Assistance with respect to the Parking Parcel. The Assignor agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency against any loss, cost, damage or expense as a result of the claim or assertion by the owner or any occupant of the Parking Parcel or any other Person that the Parking Parcel or the owner or any occupant thereof is entitled to receive any Financial Assistance from the Agency with respect to the Parking Parcel.

SECTION 3.3 Subsection (o) of Section 2.1 of the Uniform Project Agreement is hereby amended and restated in its entirety to read as follows:

“(o) Except as approved by the Agency, the Company is, and shall at all times during the term of this Project Agreement continue to be, managed and owned solely by IVC The Residences at Plainview Holdings, LLC, a Delaware limited liability company (“IVC Holdings”) and IVC Holdings is, and shall at all times during the term of this Project Agreement continue to be, managed and owned solely by Investcorp International Realty, Inc., a Delaware corporation (“Investcorp”); provided, however, upon the Agency’s written consent, (i) IVC Holdings may transfer up to a 49% ownership interest in the Company to unrelated parties, provided that no such transfer or transfers shall result in a change in the day-to-day control of the management and operations of the Company, and (ii) Investcorp may transfer up to a 49% ownership interest in IVC Holdings to unrelated parties, provided that no such transfer or transfers shall result in a change in the day-to-day control of the management and operations of IVC Holdings.”

SECTION 3.4 Section 8.3 of the Uniform Project Agreement is hereby amended and restated in its entirety to read as follows:

“Section 8.3 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

IF TO THE AGENCY:

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

WITH A COPY TO:

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

IF TO THE COMPANY:

The Residences at Plainview LL, LLC
c/o Investcorp International Realty, Inc.
280 Park Avenue, 36th floor
New York, NY 10017
Attn: Ryan Bassett

WITH A COPY TO:

Forchelli Deegan Terrana LLP
333 Earle Ovington Boulevard, Suite 1010
Uniondale, NY 11553
Attn: Daniel P. Deegan, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.”

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

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

SECTION 5. MISCELLANEOUS.

SECTION 5.1 Representations and Warranties.

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

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

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

(D) The Assignor represents and warrants to the Agency that no Event of Default specified in any of the Transaction Documents has occurred and, to its actual knowledge after diligent inquiry, no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing. The Assignor and the Assignee acknowledge and agree that nothing in this Amendment or in any document, instrument or agreement executed in connection with this Amendment (other than any estoppel certificate delivered by the Agency) shall constitute a waiver by the Agency of any default, Event of Default or Recapture Event under the Transaction Documents.

SECTION 5.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Uniform Project 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 Uniform Project Agreement. The Uniform Project 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 Uniform Project Agreement, as amended hereby, are hereby amended so that any reference to the "Uniform Project Agreement" or the "Project Agreement" in the Uniform Project Agreement, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Uniform Project Agreement shall mean a reference to the Uniform Project Agreement, as assigned, assumed and 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.

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 Uniform Project Agreement, the terms and provisions of this Amendment shall govern.

SECTION 5.10 Joint and Several Liability. If the Company and/or the Assignee consist of more than one (1) person or entity, the obligations of each hereunder shall be joint and several.

SECTION 5.11 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 Pages Follow)

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

Assignor: CSH PLAINVIEW, LLC

By: 
Joel McCandless
Treasurer

Assignee: THE RESIDENCES AT PLAINVIEW LL, LLC

By: _____
Ryan Bassett
Vice President

Agency: NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

*[Signature Page to Assignment, Assumption and Amendment No. 2 to
Uniform Project Agreement]*

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

Assignor:

CSH PLAINVIEW, LLC

By: _____

Joel McCandless
Treasurer

Assignee:

THE RESIDENCES AT PLAINVIEW LL, LLC

By:  _____

Ryan Bassett
Vice President

Agency:

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Sheldon L. Shrenkel
CEO/Executive Director

*[Signature Page to Assignment, Assumption and Amendment No. 2 to
Uniform Project Agreement]*

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

Assignor: CSH PLAINVIEW, LLC

By: _____
Joel McCandless
Treasurer

Assignee: THE RESIDENCES AT PLAINVIEW LL, LLC

By: _____
Ryan Bassett
Vice President

Agency:

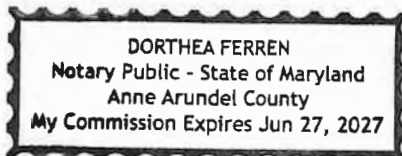
NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

*[Signature Page to Assignment, Assumption and Amendment No. 2 to
Uniform Project Agreement]*

STATE OF Maryland)
)SS.:
COUNTY OF Anne Arundel

On the 10th day of April, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Joel McCandless, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF)
)SS.:
COUNTY OF)

On the ____ day of April, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Ryan Bassett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

*[Acknowledgment Page to Assignment, Assumption and Amendment No. 2 to
Uniform Project Agreement]*

STATE OF)
)SS.:
COUNTY OF)

On the ____ day of April, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Joel McCandless, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF New York)
)SS.:
COUNTY OF New York)

On the 13 day of April, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Ryan Bassett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.



Heather Dumont
Notary Public

*[Acknowledgment Page to Assignment, Assumption and Amendment No. 2 to
Uniform Project Agreement]*

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

On the 13th day of April, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paul V O'Brien
Notary Public State of New York
No. 020B6235944
Qualified in Nassau County
Commission Expires February 14, ~~2025~~ 2027



Notary Public

*[Acknowledgment Page to Assignment, Assumption and Amendment No. 2 to
Uniform Project Agreement]*

EXHIBIT A

Legal Description

PARCEL I (Section 46 Block 567 Lot 61)

All that certain plot, piece or parcel of land, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Gerhard Road (Central Park Road) distant 275.69 feet southerly from the corner formed by the intersection of the southerly side of Old Country Road and the westerly side of Gerhard Road;

RUNNING THENCE southerly along the westerly side of Gerhard Road the following (3) courses and distances:

1. Along the arc of a curve bearing to the left and having a radius of 97.91 feet a length of 9.43 feet;
2. Along the arc of a curve bearing to the right and having a radius of 414.52 feet a length of 178.23 feet;
3. THENCE South 15 degrees 34 minutes 10 seconds West 208.00 feet;

THENCE North 74 degrees 25 minutes 50 seconds West 220.66 feet;

THENCE northwesterly along the arc of a curve bearing to the left and having a radius of 75.00 feet a length of 63.75 feet;

THENCE North 74 degrees 25 minutes 50 seconds West 155.00 feet;

THENCE southwesterly along the arc of a curve bearing to the left and having a radius of 75.00 feet a length of 63.75 feet;

THENCE North 74 degrees 25 minutes 50 seconds West 130.90 feet to land formerly of Dorchester and now or formerly of C.I.N.H.R. Inc.;

THENCE North 15 degrees 35 minutes 17 seconds East along said above mentioned lands 84.24 feet to lands formerly of Eleanor T. Wright now or formerly of C.I.N.H.R. Inc.;

THENCE along land formerly of Eleanor T. Wright now or formerly of C.I.N.H.R. Inc., the following 2 courses and distances:

1. North 80 degrees 26 minutes 40 seconds East 61.01 feet;
2. North 8 degrees 57 minutes 20 seconds East 130.60 feet;

THENCE South 81 degrees 02 minutes 40 seconds East a distance of 49.92 feet;

THENCE North 8 degrees 57 minutes 20 seconds East 31.14 feet;

THENCE North 86 degrees 22 minutes 25 seconds East a distance of 205.00 feet to the land now or formerly of Plainview Fire Dept.;

THENCE South 8 degrees 57 minutes 20 seconds West along said land now or formerly of Plainview Fire Dept. a distance of 59.67 feet;

THENCE North 89 degrees 54 minutes 00 seconds East 388.21 feet to the westerly side of Gerhard Road at the point or place of BEGINNING.

PARCEL II (Section 47 Block 22 Lots 3 and 4)

ALL that certain plot, piece or parcel of land, situate, lying and being at Plainview, Town of Oyster Bay, Nassau County, New York, as shown on map entitled: "Map of Morton Village, Section No. 5 situated at Plainview, Town of Oyster Bay, Nassau County, New York surveyed by Teas and Steinbrenner 125 Church Street, Malverne, L.I., N.Y. Jan. 12, 1953" and more particularly bounded and described as follows:

BEGINNING at a point on the Southerly side of Old Country Road distant 104.50 feet easterly from the corner formed by the intersection of the southerly side of Old County Road with the easterly side of Gerhard Road East;

RUNNING THENCE easterly along the southerly side of Old County Road North 87 degrees 09 minutes 45 seconds East 50.81 feet to the Westerly side of Gerhard Road East;

THENCE along said road line the following Three (3) courses and distances:

- 1) Southerly along the arc of a curve bearing to the right having a radius of 251.05 feet and an arc length of 227.76 feet;
- 2) South 49 degrees 08 minutes 38 seconds West 154.19 feet;
- 3) Southerly along the arc of a curve bearing to the left having a radius of 344.52 feet and an arc length of 65.49 feet to the easterly side of Gerhard Road (formerly Central Park Road);

THENCE along said road line North 15 degrees 12 minutes 40 seconds East 245.29 feet to Land now or formerly of 901 Old Country Road Associates LLC;

THENCE along said land the following Two (2) courses and distances:

- 1) North 85 degrees 04 minutes 00 seconds East 105.83 feet;
- 2) North 15 degrees 12 minutes 40 seconds East 105.85 feet to the southerly line of Old Country Road and the point or place of BEGINNING.

EXHIBIT A-1

Parking Parcel

ALL that certain plot, piece or parcel of land, situate, lying and being at Plainview, Town of Oyster Bay, Nassau County, New York, as shown on map entitled: "Map of Morton Village, Section No. 5 situated at Plainview, Town of Oyster Bay, Nassau County, New York surveyed by Teas and Steinbrenner 125 Church Street, Malverne, L.I., N.Y. Jan. 12, 1953" and more particularly bounded and described as follows:

BEGINNING at a point on the Southerly side of Old Country Road distant 104.50 feet easterly from the corner formed by the intersection of the southerly side of Old County Road with the easterly side of Gerhard Road East;

RUNNING THENCE easterly along the southerly side of Old County Road North 87 degrees 09 minutes 45 seconds East 50.81 feet to the Westerly side of Gerhard Road East;

THENCE along said road line the following Three (3) courses and distances:

- 1) Southerly along the arc of a curve bearing to the right having a radius of 251.05 feet and an arc length of 227.76 feet;
- 2) South 49 degrees 08 minutes 38 seconds West 154.19 feet;
- 3) Southerly along the arc of a curve bearing to the left having a radius of 344.52 feet and an arc length of 65.49 feet to the easterly side of Gerhard Road (formerly Central Park Road);

THENCE along said road line North 15 degrees 12 minutes 40 seconds East 245.29 feet to Land now or formerly of 901 Old Country Road Associates LLC;

THENCE along said land the following Two (2) courses and distances:

- 1) North 85 degrees 04 minutes 00 seconds East 105.83 feet;
- 2) North 15 degrees 12 minutes 40 seconds East 105.85 feet to the southerly line of Old Country Road and the point or place of BEGINNING.

EXHIBIT A-2

Improvement Parcel

PARCEL I (Section 46 Block 567 Lot 61)

All that certain plot, piece or parcel of land, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Gerhard Road (Central Park Road) distant 275.69 feet southerly from the corner formed by the intersection of the southerly side of Old Country Road and the westerly side of Gerhard Road;

RUNNING THENCE southerly along the westerly side of Gerhard Road the following (3) courses and distances:

1. Along the arc of a curve bearing to the left and having a radius of 97.91 feet a length of 9.43 feet;
2. Along the arc of a curve bearing to the right and having a radius of 414.52 feet a length of 178.23 feet;
3. THENCE South 15 degrees 34 minutes 10 seconds West 208.00 feet;

THENCE North 74 degrees 25 minutes 50 seconds West 220.66 feet;

THENCE northwesterly along the arc of a curve bearing to the left and having a radius of 75.00 feet a length of 63.75 feet;

THENCE North 74 degrees 25 minutes 50 seconds West 155.00 feet;

THENCE southwestly along the arc of a curve bearing to the left and having a radius of 75.00 feet a length of 63.75 feet;

THENCE North 74 degrees 25 minutes 50 seconds West 130.90 feet to land formerly of Dorchester and now or formerly of C.I.N.H.R. Inc.;

THENCE North 15 degrees 35 minutes 17 seconds East along said above mentioned lands 84.24 feet to lands formerly of Eleanor T. Wright now or formerly of C.I.N.H.R. Inc.;

THENCE along land formerly of Eleanor T. Wright now or formerly of C.I.N.H.R. Inc., the following 2 courses and distances:

1. North 80 degrees 26 minutes 40 seconds East 61.01 feet;
2. North 8 degrees 57 minutes 20 seconds East 130.60 feet;

THENCE South 81 degrees 02 minutes 40 seconds East a distance of 49.92 feet;

THENCE North 8 degrees 57 minutes 20 seconds East 31.14 feet;

THENCE North 86 degrees 22 minutes 25 seconds East a distance of 205.00 feet to the land now or formerly of Plainview Fire Dept.;

THENCE South 8 degrees 57 minutes 20 seconds West along said land now or formerly of Plainview Fire Dept. a distance of 59.67 feet;

THENCE North 89 degrees 54 minutes 00 seconds East 388.21 feet to the westerly side of Gerhard Road at the point or place of BEGINNING.