

B2K AT WESTBURY LLC,
as Assignor

and

VTR BRTL WESTBURY, LLC,
as Assignee

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT
TO SUBLEASE AGREEMENT

Dated as of May 14, 2026

Record and Return to:

Section: 10
Block: 125
Lots: 1-17, 38
Address: 117 Post Avenue
Village of Westbury
Town of North Hempstead

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

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

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "Amendment") dated as of May 14, 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"), B2K AT WESTBURY LLC, a limited liability company 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 address at 300 Jericho Turnpike, Suite 100, Jericho, NY 11753 (the "Assignor"), and VTR BRTL WESTBURY, LLC, a limited liability company 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 c/o Ventas, Inc., 300 N. LaSalle Drive, Suite 1600, Chicago, IL 60654 (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 2.25 acre parcel of land located at 117 Post Avenue, Village of Westbury, Town of North Hempstead, Nassau County, New York (Section: 10; Block: 125; Lots: 1-17, 38), which parcel of land is more particularly described on Schedule A attached hereto (the "Land"), (2) the renovation of an existing approximately 120,200 square foot building (the "Building") on the Land, together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery, equipment and building materials (the "Equipment") necessary for the completion thereof (collectively, the "Project Facility"), all of the foregoing for use by the Assignor as an assisted living facility consisting of approximately one hundred forty (140) residential rental units, at least twenty percent (20%) of which units shall be affordable housing units (i.e., rented to and occupied by persons/families at or below eighty percent (80%) of area median income), and which Project Facility shall constitute "Housing for Older Persons" (i.e., intended for, and solely occupied by, persons 62 years of age or older in accordance with the Fair Housing Act and other applicable laws prohibiting discrimination in housing); (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, sales and use taxes and mortgage recording 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(ies) as may be designated by the Assignor and agreed upon by the Agency; 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 December 1, 2024

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 (Uniform Project Agreement) dated as of December 1, 2024 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, a memorandum of the Lease was recorded in the Nassau County Clerk's Office on January 14, 2025 in Liber 14580, at Page 476; and

WHEREAS, the Assignor and the Assignee have requested that the Agency (i) consent to the assignment by the Assignor of all of its right, title and interest in and to the Project Facility and the Transaction Documents to the Assignee, and (ii) amend the Lease in certain respects in connection therewith; and

WHEREAS, the Agency is willing to consent to the transfer by the Assignor of its interests in and to the Project Facility and the Transaction Documents 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 Lease;

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 Lease.

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 sublessee under the Lease 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 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 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 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 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 Lease and acknowledges that all requirements of Sections 9.1 and 9.3 of the Lease have been complied with or compliance has been waived by the Agency. The parties agree that any provisions of the Lease 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 Lease, the PILOT Agreement (as defined in the Lease) 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 Lease, the PILOT 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 Lease, the PILOT 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 following definitions set forth in Section 1.1 of the Lease are amended and restated in their entirety to read as follows or are added to Section 1.1 of the Lease, as applicable:

“‘Company’ means VTR BRTL WESTBURY, LLC, a limited liability company 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, and its successors and assigns, to the extent permitted pursuant to this Lease.

‘Environmental Indemnification’ means (i) the Environmental Compliance and Indemnification Agreement of even date herewith from B2K at Westbury LLC and B2K at Westbury Sole Member LLC in favor of the Agency, as ratified, reaffirmed and partially terminated pursuant to that certain Ratification, Reaffirmation and Termination Agreement (Environmental Compliance and Indemnification Agreement) dated as of May 14, 2026, from such indemnitors in favor of the Agency, and (ii) the Environmental Compliance and Indemnification Agreement dated as of May 14, 2026 from the Company and the Guarantors in favor of the Agency.

‘Guarantor’ or ‘Guarantors’ means, individually or collectively, as the context may require, BRTL PropCo Holdco, LLC and VOP BRTL Westbury, LLC, each a limited liability company organized and existing under the laws of the State of Delaware.

‘Guaranty’ means (i) the Guaranty of even date herewith from B2K at Westbury Sole Member LLC in favor of the Agency, as ratified, reaffirmed and partially terminated pursuant to that certain Ratification, Reaffirmation and Termination Agreement (Guaranty) dated as of May 14, 2026 made by such guarantor in favor of the Agency, and (ii) the Guaranty dated as of May 14, 2026 from the Guarantors in favor of the Agency.

‘New Operator’ means BRTL New York LH, Inc., a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia.

‘Operating Company’ means VOP BRTL Westbury, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

‘Operating Lease’ shall mean, collectively, (i) that certain lease agreement dated as of May 14, 2026, between the Company, as sub-sublessor, and the Operating Company, as sub-sublessee, pursuant to which the Company sub-subleases the Project Facility to the Operating Company, and (ii) that certain lease agreement dated as of May 14, 2026 between the Operating Company, as sub-sub-sublessor, and the Operator, as sub-sub-sublessee, as the same may be replaced by that certain lease agreement dated as of May 14, 2026 between the Operating Company, as sub-sub-sublessor, and the New Operator, as sub-sub-sublessee, in each case as amended.

“Operator” shall mean Westbury Senior Living, Inc., a New York corporation, as the same may be replaced by the New Operator, whereupon all references in the Transaction Documents to the Operator shall mean the New Operator.

‘TACA’ shall mean, collectively, (i) that certain Tenant Agency Compliance Agreement dated as of May 14, 2026, between the Agency and the Operating Company, and (ii) that certain Tenant Agency Compliance Agreement dated as of May 14, 2026, between the Agency and the Operator, as the same shall be replaced by a Tenant Agency Compliance Agreement between the Agency and the New Operator.”

SECTION 3.2 Subsection (N) of Section 2.2 of the Lease is hereby amended and restated in its entirety to read as follows:

“(N) The Company shall (i) maintain not less than eighty-three (83) full-time equivalent, private sector jobs as described in the Application throughout the term of this Lease, and (ii) create at least five (5) new, full-time equivalent, private sector construction jobs during the period from the Closing Date until the Completion Date; all of which jobs shall, at all applicable times during the term of this Lease, be located at the Project Facility (collectively, the “Minimum Employment Requirement”).”

SECTION 3.3 Subsection (S) of Section 2.2 of the Lease is hereby amended and restated in its entirety to read as follows:

“(R) The Company is and shall at all times during the term of this Lease continue to be owned solely by BRTL PropCo Holdco, LLC, a Delaware limited liability company (“BRTL Propco”). BRTL Propco is and shall at all times during the term of this Lease continue to be owned solely by VTR Property Sectors, LLC, a Delaware limited liability company (“VTR”). VTR is and shall at all times during the term of this Lease continue to be owned solely by Ventas, Inc., a Delaware corporation. Notwithstanding anything herein to the contrary, (i) the Company, or its direct or indirect members, shall have the right, without the Agency’s consent but upon reasonable advance written notice to the Agency, to transfer or sell any or all of the direct or indirect interests in the Company (whether voting or non-voting) to Ventas, Inc., a Delaware corporation (“Ventas”) or any wholly-owned subsidiary of Ventas; provided that no such transfer or sale shall result in such interests being owned or controlled by a Prohibited Person, and (ii) nothing contained herein shall restrict or prohibit the sale or transfer of publicly traded securities of Ventas on a nationally recognized exchange.”

SECTION 3.4 The following sentence is hereby added at the end of Section 3.2 of the Lease:

“Ultimate Seniors Management LLC (the “Manager”), an affiliate of B2K at Westbury LLC, shall provide day-to-day management of the Project Facility pursuant to a management agreement dated as of May 14, 2026 between the Operator and the Manager

(the "Management Agreement"). The Company shall cause the Management Agreement to remain in full force and effect until at least May 13, 2036, such that the Manager shall have control of the day-to-day management of the Project Facility throughout such period. Notwithstanding the preceding sentence, in the event of the termination of the Management Agreement by the Operator for cause (including any event of default or failure to meet the applicable performance test), the Agency shall not unreasonably withhold its consent (and such consent may be granted by the CEO/Executive Director of the Agency on its behalf) to a replacement or successor property manager, provided that such replacement or successor property manager is an experienced manager of assisted living facilities, which consent shall be granted or withheld within five (5) days (or such shorter period as may be required by court or administrative order requiring replacement of the manager) after written request to the Agency accompanied by such information regarding the replacement or successor manager as the CEO/Executive Director shall reasonably require; provided, however, that the Agency's consent shall not be required if the Operator notifies the Agency in writing that the replacement or successor manager is Benchmark Senior Living, LLC, Atria Senior Living, Inc. or Sunrise Senior Living, LLC. The Agency's failure to grant or withhold consent within such period shall be deemed to mean that the Agency has denied its consent."

SECTION 3.5 Sub-subsection (7) of Subsection (A) of Section 10.1 of the Lease is hereby amended and restated in its entirety to read as follows:

"(7) Except as permitted pursuant to Section 2.2(S) of this Lease, if any interest in the Company, BRTL Propco or VTR shall be sold, assigned, transferred, conveyed, mortgaged, pledged, hypothecated or alienated, or if any partner, member or shareholder of the Company, BRTL Propco or VTR enters into an agreement or contract to do so, without the prior written consent of the Agency."

SECTION 3.6 Sub-subsection (17) of Subsection (A) of Section 10.1 of the Lease is hereby deleted in its entirety.

SECTION 3.7 Subsection (B) of Section 12.1 of the Lease 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:

IF TO THE COMPANY:

VTR BRTL Westbury, LLC
c/o Ventas, Inc.
300 N. LaSalle Drive, Suite 1600
Chicago, IL 60654

Attn: Alex Russo; Jeffrey Gonzalez, Esq.

WITH A COPY TO:

Sahn Ward Braff Koblenz PLLC
333 Earle Ovington Boulevard, Suite 601
Uniondale, NY 11553
Attn: John C. Farrell, Esq.

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.

SECTION 3.8 Subsection (A) of Section 12.13 of the Lease is hereby amended to replace "Peter Curry, Esq., c/o Farrell Fritz, P.C., 400 RXR Plaza, Uniondale, NY 11556" with "Ventas, Inc., 300 N. LaSalle Drive, Suite 1600, Chicago, IL 60654, Attention: Asset Management, with a copy to Ventas, Inc., 300 N. LaSalle Drive, Suite 1600, Chicago, IL 60654, Attention Legal Department."

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 Lease 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 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, as amended hereby, 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 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 Lease, 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.

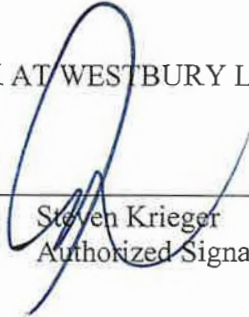
SECTION 5.11 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

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

Assignor:

B2K AT WESTBURY LLC

By: _____


Steven Krieger
Authorized Signatory

Assignee:

VTR BRTL WESTBURY, LLC

By: _____

Name: _____

Title: _____

Agency:

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Sheldon L. Shrenkel
CEO/Executive Director

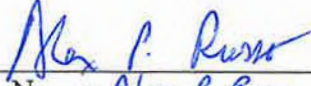
[Signature Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

Assignor: B2K AT WESTBURY LLC

By: _____
Steven Krieger
Authorized Signatory

Assignee: VTR BRTL WESTBURY, LLC

By: 
Name: Alex P. Russo
Title: Vice President

Agency: NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

[Signature Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

Assignor:

B2K AT WESTBURY LLC

By: _____

Steven Krieger

Authorized Signatory

Assignee:

VTR BRTL WESTBURY, LLC

By: _____

Name:

Title:

Agency:

NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Sheldon L. Shrenkel

CEO/Executive Director

[Signature Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

On the 14 day of May, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven Krieger, 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.

Jessica F. Colabella
Notary Public, State of New York - Qualified in Nassau County
No. 01CO6137529
Commission Expires January 6, 2030

Jessica F. Colabella
Notary Public

STATE OF)
)SS.:
COUNTY OF)

On the ____ day of May, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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 First Amendment to Sublease Agreement]

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

On the ____ day of May, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven Krieger, 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 14 day of May, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Alex P. Russo, 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.

JOSHUA EDWARDS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ED6438718
Qualified in Suffolk County
Commission Expires 8/15/2026

Notary Public

[Acknowledgment Page to Assignment, Assumption and First Amendment to Sublease Agreement]

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

On the 4th day of May, 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 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.

ANNE L. LaMORTE
Notary Public - State of New York
No. 01LA6055378



Notary Public

Qualified in Nassau County
My Commission Expires March 3, 2027
[Acknowledgment Page to Assignment, Assumption and First Amendment to Sublease Agreement]

SCHEDULE A

Legal Description

OVERALL DESCRIPTION

ALL that certain plot, piece or parcel of land situate, lying and being in the Incorporated Village of Westbury, Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Madison Avenue with the westerly side of Post Avenue;

RUNNING THENCE along said northerly side of Madison Avenue, north 83 degrees 12 minutes 00 seconds west 425.00 feet;

THENCE north 6 degrees 48 minutes 00 seconds east 114.70 feet;

THENCE north 79 degrees 08 minutes 30 seconds west 141.63 feet (description) (north 79 degrees 18 minutes 36 seconds west 140.09 feet actual) to the Long Island Railroad Right of Way;

THENCE along said Long Island Railroad Right of Way, north 80 degrees 7 minutes 00 seconds east, 579.53 feet (581.00 feet tax map) to the westerly side of Post Avenue;

THENCE along said westerly side of Post Avenue, the following two (2) courses and distances:

1. South 04 degrees 43 minutes 00 seconds west, 264.89 feet;
2. South 06 degrees 48 minutes 00 seconds west, 25.86 feet to the corner, the point or place of BEGINNING.

PARCEL I

ALL that certain tract of land, situate, lying and being near the Westbury Railroad Depot, in the Town of North Hempstead, County of Nassau and State of New York, and bounded and described as follows:

On the north by the Long Island Railroad;

On the east by the Highway leading from Westbury to the Sheep Pens and Open Plains;

On the south and southwest by land formerly of George Taylor; it being a triangular piece of land containing one and one-half (1-1/2) acres more or less.

PARCEL II:

ALL those certain lots, pieces or parcels of land, situate, lying and being at Westbury Station in the Town of North Hempstead, County of Nassau and State of New York, known as and by the Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, in Block 1, on a certain map entitled, "Map No. 2 of property belonging to the Greater New York and Long Island Improvement Company, situated at Westbury, Queens County, L.I., Henry F. Koch and Charles L. Sicardi proprietors, surveyed and drawn September 5, 1891, by Wm. E. Hawxhurst, Surveyor," and filed in the Office of the Clerk, of the County of Nassau.

For Information Only:

Said premises being known as 117 Post Avenue, Westbury, New York

SECTION 10 BLOCK 125 LOTS 1-17 & 38