

SUFFOLK COUNTY INDUSTRIAL LLC

to

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(TOWN OF ISLIP, NEW YORK)

RECAPTURE AGREEMENT

Dated as of October 1, 2016

Town of Islip Industrial Development Agency
(Suffolk County Industrial LLC 2016 Facility)

Addresses: 1724 Fifth Avenue, Bay Shore, New York 11706
0 Harold Court, Bay Shore, New York 11706

Tax Map Numbers: 0500-182.00-01.00-041.001
0500-181.00-03.00-049.000

Record and return to:
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attention: Terance V. Walsh, Esq.

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT, made and entered into as of October 1, 2016 (this “**Recapture Agreement**”), is from SUFFOLK COUNTY INDUSTRIAL LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 10 Hub Drive, Suite 5, Melville, New York 11747 (the “**Company**”), to the TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 40 Nassau Avenue, Islip, New York 11751 (the “**Agency**”).

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York;

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State of New York (the “**State**”);

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to, machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living;

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act, as amended, together with Chapter 47 of the Laws of 1974 of the State, as amended (collectively, the “**Act**”), the Agency was created and is empowered under the Act to undertake the providing, financing and leasing of the Facility defined below;

WHEREAS, the Agency has agreed to assist in the acquisition of an approximately 31.64 acre parcel of land located at 1724 Fifth Avenue, Bay Shore, New York 11706 (the “**Land**”), the renovation of an approximately 396,100 square foot portion of an existing approximately 461,000 square foot building located thereon (excluding the 64,900 square foot portion of the building, consisting of 50,650 square feet of depot space identified as the “Premises” on the site plan map attached hereto as Exhibit B (the “**Depot Space**”), and 14,250 square feet of garage space identified as “Existing Garage 1 Story Building” in Exhibit B (the “**Garage Space**”; and together with the Depot Space, the “**Bimbo Premises**”), occupied by Bimbo Bakeries USA, Inc. (“**Bimbo**”), as further described in the respective Lease Agreements, each dated as of October 27, 2016 (the “**Depot Lease**” and the “**Garage Lease**”; collectively, the “**Bimbo Lease**”), by and between the Company and Bimbo, which Bimbo Lease also gives Bimbo exclusive rights to use the loading areas, parking areas, access drives, associated trucking aprons, walkways, and other outside areas located on the

Bimbo Premises), together with the acquisition and installation of improvements, structures and other related facilities attached to the Land (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**Equipment**”; and, together with the Land and the Improvements, the “**Facility**”), which Facility will be leased by the Agency to the Company, and used by the Company as an industrial complex for further sublease by the Company to future tenants not yet determined (collectively, the “**Sublessees**”); and

WHEREAS, the Company has agreed to lease the Land and the Improvements to the Agency pursuant to and in accordance with a certain Company Lease Agreement, dated as of October 1, 2016, but effective as of the date of execution (the “**Company Lease**”), by and between the Company and the Agency;

WHEREAS, the Company has agreed to transfer to the Agency title to the Equipment pursuant to a Bill of Sale, dated the Closing Date (the “**Bill of Sale**”); and

WHEREAS, the Agency has agreed to sublease and lease the Facility to the Company pursuant to a certain Lease Agreement, dated as of October 1, 2016, but effective as of the date of execution (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Company has agreed to sub-sublease an approximately 295,260 square foot portion of the Facility (the “**Demised Premises**”) to 1724 Fifth Avenue Realty LLC (the “**Sublessee**”) pursuant to a Lease Agreement, dated June 20, 2016 (the “**Sublease**”), by and between the Company and the Sublessee; and

WHEREAS, in order to define the Company’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency and the Company have agreed to enter into a Payment-in-Lieu-of-Tax Agreement, dated as of October 1, 2016, but effective as of the date of execution (the “**PILOT Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency has conferred on the Company in connection with the acquisition, renovation, equipping, financing and leasing of the Facility certain benefits, tax exemptions and other financial assistance more particularly described in Section 1(c) hereof, consisting of, among other things, sales and use tax exemptions on the acquisition, renovation and equipping of the Facility and real property tax abatements (pursuant to the PILOT Agreement), and, if requested, mortgage recording tax exemptions; and

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into the transactions contemplated by the PILOT Agreement and the Lease Agreement, that the Company provide assurances with respect to the recapture of certain benefits granted under the PILOT Agreement, the Lease Agreement and other Agency agreements on the terms herein set forth.

AGREEMENT

1. Recapture of Agency Benefits.

(a) It is understood and agreed by the parties hereto that the Agency is entering into the Lease Agreement and the PILOT Agreement in order to provide financial assistance to the Company for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees as follows:

- (i) If there shall occur a Recapture Event after October 27, 2016, but on or before December 31, 2018, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below);
- (ii) If there shall occur a Recapture Event on or after January 1, 2019 but on or before December 31, 2021, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, seventy-five percent (75%) of the Recaptured Benefits;
- (iii) If there shall occur a Recapture Event on or after January 1, 2022 but on or before December 31, 2023, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, fifty percent (50%) of the Recaptured Benefits;
- (iv) If there shall occur a Recapture Event on or after January 1, 2024 but on or before December 31, 2025, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, twenty-five percent (25%) of the Recaptured Benefits; and
- (v) If there shall occur a Recapture Event on or after January 1, 2026, the Company shall not be obligated to pay to the Agency, or to the State of New York, any of the Recaptured Benefits; and

(b) The term “Recaptured Benefits” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the PILOT Agreement and the Lease Agreement including, but not limited to, the amount equal to 100% of:

- (i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Company (the “**Mortgage Recording Tax Exemption**”); and
- (ii) Sales Tax Exemption savings realized by or for the benefit of the Company, including and savings realized by any Agent pursuant to the Lease Agreement

and each Sales Tax Agent Authorization Letter issued in connection with the Facility (the “**Sales Tax Savings**”); and

- (iii) real property tax abatements granted under the PILOT Agreement (the “**Real Property Tax Abatements**”);

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of Section 1(c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency.

- (c) The term “**Recapture Event**” shall mean any of the following events:

- (1) A default by the Company under the PILOT Agreement (other than as described in clauses (d) or (e) below) which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

- (2) The occurrence and continuation of an Event of Default under the Lease Agreement (other than as described in clauses (d) or (e) below) which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

- (3) The Facility shall cease to be a “project” within the meaning of the Act, as in effect on the Closing Date through the act or omission of the Company; or

- (4) The sale of the Facility (excluding any sale provided for in Section 9.3 of the Lease Agreement) or closure of the Facility and/or departure of the Company from the Town of Islip, except as due to casualty, condemnation or force majeure as provided below; or

- (5) Failure of the Company to create or cause to be maintained the number of FTE jobs at the Facility as defined in Section 8.13 of the Lease Agreement, which failure is not reflective of the business conditions of the Company or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions; provided however, that the Company may not actually provide the FTEs at the Facility, but rather shall sublease the Facility to various tenants, and that the Company’s obligation with regard to creating or causing to be maintained FTEs includes (a) using all reasonable efforts to lease up the Facility, and (b) including provisions in all subleases requiring any tenants to comply with the provisions of the Lease Agreement applicable to them; or

- (6) Any significant deviations from the information and data provided to the Agency in the Company’s application for assistance which would constitute a significant diminution of the Company’s activities in, or commitment to, the Town of Islip, Suffolk County, New York; or

- (7) Failure to comply with the Agency’s Construction Wage Policy attached to the Lease Agreement; or

(8) The Company receives Sales Tax Savings in connection with the acquisition, renovation and equipping of the Facility in excess of the Maximum Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to the Sales Tax Savings only. It is further provided that failure to repay the Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits.

(d) Provided, however, except as provided in clause 1(c)(5) above, if a Recapture Event has occurred due solely to the failure of the Company to create or cause to be maintained the number of FTEs at the Facility as provided in Section 8.13 of the Lease Agreement in any Tax Year but the Company has created or caused to be maintained at least 90% of such required number of FTEs for such Tax Year, then in lieu of recovering the Recaptured Benefits provided above, the Agency may, in its sole discretion, adjust the payments due under the PILOT Agreement on a pro rata basis so that the amount payable under the PILOT Agreement will be adjusted upward retroactively for such Tax Year by the same percentage as the percentage of FTEs that are below the required FTE level for such Tax Year. Such adjustments to the payments due under the PILOT Agreement may be made each Tax Year until such time as the Company has complied with the required number of FTEs pursuant to Section 8.13 of the Lease Agreement.

(e) Furthermore, notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a “force majeure” event (as more particularly defined in the Lease Agreement), (ii) a taking or condemnation by governmental authority of all or part of the Facility, or (iii) the inability or failure of the Company after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a “**Loss Event**”) to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Company or any of its affiliates so long as the Company or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof; or

(f) The Company covenants and agrees to furnish the Agency with written notification (i) within sixty (60) days of the end of each Tax Year of the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(g) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(h) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Recapture Agreement, from amounts received by the Agency pursuant to this Recapture Agreement.

2. Obligations Unconditional.

(a) The obligations of the Company under this Recapture Agreement shall be absolute and unconditional and shall remain in full force and effect until the PILOT Agreement and the Lease Agreement have expired or been terminated or the Lease Agreement has been assigned with the consent of the Agency, and such obligations shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event, whether or not with notice to or the consent of the Company.

(b) It is hereby expressly agreed that the Company's obligations under this Recapture Agreement are not limited in any manner, and the Company shall be liable for the payment of all recapture amounts with respect to the entire Facility.

(c) Reserved.

(d) The Company and the Agency hereby agree that the obligations and liabilities of the Company hereunder are the absolute and unconditional obligations and liabilities of the Company.

3. Condition to Reconveyance of Facility. The parties hereto agree that the Agency shall have no obligation to surrender its subleasehold interest in the Facility to the Company pursuant to the Lease Agreement until all payments to the Agency and the Taxing Authorities under Sections 5.3, 11.2 and 11.3 of the Lease Agreement, under the PILOT Agreement and hereunder have been paid in full. If such payments are not paid in full by the Company within sixty (60) days of the date when due and owing, then the Agency shall offer its interest in the Facility for sale pursuant to the Agency's Real Property Disposition Policy adopted pursuant to the Public Authorities Accountability Act, as amended.

4. Recordation of Recapture Agreement. The parties hereto agree that this Recapture Agreement shall be recorded as a lien against the Facility and as a covenant and restriction running with the Land until this Recapture has been discharged by the Agency.

5. Terms Defined. All of the capitalized terms used in this Recapture Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement as Schedule A.

6. Directly or Indirectly. Where any provision in this Recapture Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

7. Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Recapture Agreement to the Agency regardless of any investigation made by the Agency.

8. Binding Effect. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

9. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication) addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: Executive Director

With a copy to:

Islip Town Attorney's Office
40 Nassau Avenue
Islip, New York 11751
Attention: Pamela Greene, Esq.

The Company:

Suffolk County Industrial LLC
10 Hub Drive, Suite 5
Melville, New York 11747
Attention: Tod Buckvar

With a copy to:

Law Offices of Andrew Presberg, P.C.
100 Corporate Plaza, Suite B102
Islandia, New York 11749
Attention: Andrew Presberg, Esq.

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third Business Day after mailing with respect to certified mail and one Business Day after mailing with respect to overnight mail.

10. Entire Understanding; Counterparts. This Recapture Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed

simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Amendments. No amendment, change, modification, alteration or termination of this Recapture Agreement shall be made except in writing upon the written consent of the Company and the Agency.

12. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Recapture Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Recapture Agreement or any part thereof.

13. Governing Law. This Recapture Agreement shall be governed by, and construed in accordance with, the laws of the State, without regard or reference to its conflict of laws principles.

14. Section Headings. The headings of the several Sections in this Recapture Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Recapture Agreement.


15. Waiver of Trial by Jury. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of the Recapture Agreement or any matters whatsoever arising out of or in any way connected with the Recapture Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Company has caused this Recapture Agreement to be duly executed and delivered as of the day and year first above written.


**SUFFOLK COUNTY INDUSTRIAL
LLC**

By: FB 1724 LLC, its Member

By: 

Name: Mark Fischl

Title: Member *Manager*

By: 

Name: Tod Buckvar

Title: Member *Manager*

ACCEPTED:

**TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Name: William G. Mannix

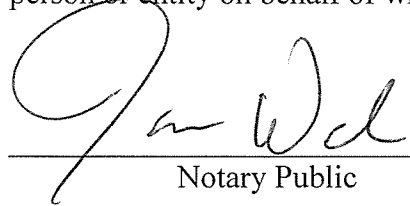
Title: Executive Director

STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

On the 27th day of October in the year 2016 before me, the undersigned, personally appeared **Mark Fischl**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Notary Public

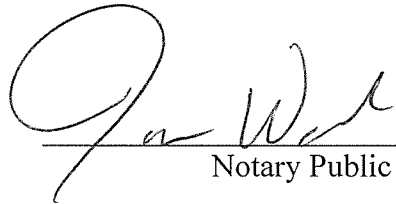
STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

TERANCE V. WALSH
Notary Public, State of New York
Reg. No. 02WA6328824
Qualified in Onondaga County
Commission Expires 08/10/19

On the 27th day of October in the year 2016 before me, the undersigned, personally appeared **Tod Buckvar**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Notary Public

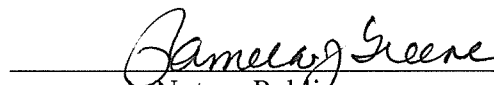
STATE OF NEW YORK)

: SS:

COUNTY OF NASSAU)

TERANCE V. WALSH
Notary Public, State of New York
Reg. No. 02WA6328824
Qualified in Onondaga County
Commission Expires 08/10/19

On the 26th day of October in the year 2016, before me, the undersigned, personally appeared **William G. Mannix**, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Notary Public

Recapture Agreement
Signature page 2 of 2

PAMELA J. GREENE
NOTARY PUBLIC, State of New York
No. 02GR6053892
Qualified in Suffolk County
Commission Expires June 7, 20 19

EXHIBIT A
LAND DESCRIPTION



Title No. 3019-751972

SCHEDULE "A"

PARCEL I (FOR INFORMATION ONLY: DISTRICT 500 SECTION 182 BLOCK 1 LOT 41.1)

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING AT BRENTWOOD, TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NEW WESTERLY SIDE OF FIFTH AVENUE (CR-13) DISTANT 186.05 FEET SOUTHERLY FROM THE SOUTHEASTERLY END OF A LINE THAT HAS A LENGTH OF 31.79 FEET, SAID LINE CONNECTS THE NEW WESTERLY SIDE OF FIFTH AVENUE (CR-13) WITH THE SOUTHERLY SIDE OF CANDLEWOOD ROAD;

RUNNING THENCE FROM SAID POINT OR PLACE OF BEGINNING ALONG THE WESTERLY SIDE OF FIFTH AVENUE, (CR-13) THE FOLLOWING TWO COURSES AND DISTANCES:

1. SOUTH 5° 55' 00" WEST 1078.49 FEET;
2. SOUTH 05° 54' 00" WEST 465.84 FEET TO THE NORTHEASTERLY END OF A TIE LINE, WHICH TIE LINE BEARS NORTH 51° 19' 30" EAST A LENGTH OF 42.11 FEET AND WHICH TIE LINE CONNECTS THE NORTHERLY SIDE OF SPENCE STREET WITH THE WESTERLY SIDE OF FIFTH AVENUE (CR-13);

THENCE ALONG SAID LAST MENTIONED TIE LINE, WHICH TIE LINE BEARS SOUTH 51° 19' 30" WEST 42.11 FEET TO THE NORTHERLY SIDE OF SPENCE STREET;

THENCE ALONG THE NORTHERLY SIDE OF SPENCE STREET NORTH 83° 15' 00" WEST 685.88 FEET TO THE EASTERLY LINE OF LAND NOW OR FORMERLY OF TRI MOLDED PLASTIC SC IDA;

THENCE ALONG SAID LAST MENTIONED LAND THE FOLLOWING 3 COURSES AND DISTANCES:

1. NORTH 05° 54' 00" EAST 238.00 FEET;
2. NORTH 83° 15' 00" WEST 53.65 FEET;
3. NORTH 05° 54' 00" EAST 416.23 FEET;

THENCE SOUTH 71° 09' 00" EAST 182.34 FEET;

THENCE NORTH 10° 02' 00" WEST 569.16 FEET;

THENCE NORTH 05° 55' 00" EAST 172.56 FEET;

THENCE NORTH 19° 16' 40" EAST 587.31 FEET TO THE SOUTHERLY SIDE OF CANDLEWOOD ROAD;

THENCE ALONG THE SOUTHERLY SIDE OF CANDLEWOOD ROAD THE FOLLOWING 2 COURSES AND DISTANCES:

CONTINUED...



TITLE NO. 3019-751972
SCHEDULE "A" CONTINUED

1. SOUTH 72° 21' 00" EAST 297.03 FEET;
2. SOUTH 70° 51' 00" EAST 124.95 FEET;

THENCE SOUTH 05° 55' 00" WEST 205.46 FEET; AND

THENCE SOUTH 70° 51' 00" EAST 205.46 FEET TO THE WESTERLY SIDE OF FIFTH AVENUE (CR-13) AT THE POINT OR PLACE OF BEGINNING.

PARCEL II (FOR INFORMATION ONLY: DISTRICT 500 SECTION 181 BLOCK 3 LOT 49)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE HAMLET OF BRENTWOOD, TOWN OF ISLIP, COUNTRY OF SUFFOLK, STATE OF NEW YORK, BEING PART OF PARCEL B AS SHOWN ON MAP OF EKORB INDUSTRIAL PARK, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON OCTOBER 13, 1966 AS MAP NO. 4736, WHICH PART OF SAID PARCEL B IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF EKORB COURT DISTANT 420.96 FEET SOUTHWESTERLY WHEN MEASURED ALONG THE EASTERLY SIDE OF EKORB COURT, FROM THE EXTREME SOUTHERLY END OF AN ARC CONNECTING TO THE EASTERLY SIDE OF EKORB COURT AND THE SOUTHERLY SIDE OF CANDLEWOOD ROAD, AND FROM SAID POINT OF BEGINNING;

RUNNING THENCE SOUTH 71° 28' 00" EAST 419.12 FEET TO LAND NOW OR FORMERLY OF ENTEN CORPORATION;

THENCE SOUTH 19° 16' 40" WEST ALONG SAID LAST MENTIONED LAND 151.78 FEET TO LAND NOW OR FORMERLY OF ENTEN CORPORATION;

THENCE SOUTH 5° 55' 00" WEST ALONG SAID LAST MENTIONED LAND 18.85 FEET TO A "SUMP";

THENCE ALONG SAID "SUMP" THE FOLLOWING TWO COURSES AND DISTANCES:

- (1) NORTH 71° 28' WEST 81.27 FEET;
- (2) SOUTH 18° 32' WEST 25 FEET;

THENCE NORTH 71° 28' WEST 269.10 FEET TO THE NORTHEASTERLY SIDE OF CUL-DE-SAC OF EKORB COURT;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY SIDE OF SAID CUL-DE-SAC AND ALONG THE ARC OF A CURVE BEARING TO THE LEFT, HAVING A RADIUS OF 75 FEET, A DISTANCE OF 59.13 FEET TO A POINT OF REVERSE CURVE;

THENCE NORTHERLY ALONG THE ARC OF A CURVE BEARING TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 30.36 FEET;

THENCE NORTH 18° 32' 00" EAST ALONG THE EASTERLY SIDE OF EKORB COURT 150.28 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTINUED...



TITLE NO. 3019-751972
SCHEDULE "A" CONTINUED

PERIMETER DESCRIPTION:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING AT BRENTWOOD, TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NEW WESTERLY SIDE OF FIFTH AVENUE (CR-13) DISTANT 186.05 FEET SOUTHERLY FROM THE SOUTHEASTERLY END OF A LINE THAT HAS A LENGTH OF 31.79 FEET, SAID LINE CONNECTS THE NEW WESTERLY SIDE OF FIFTH AVENUE (CR-13) WITH THE SOUTHERLY SIDE OF CANDLEWOOD ROAD;

RUNNING THENCE ALONG THE WESTERLY SIDE OF FIFTH AVENUE, (CR-13) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 5° 55' 00" WEST, 1,078.49 FEET AND;
2. SOUTH 05° 54' 00" WEST, 465.84 FEET;

THENCE SOUTH 51° 19' 30" WEST, 42.11 FEET TO THE NORTHERLY SIDE OF SPENCE STREET;

THENCE ALONG THE NORTHERLY SIDE OF SPENCE STREET NORTH 83° 15' 00" WEST, 685.88 FEET TO THE EASTERLY LINE OF LAND NOW OR FORMERLY OF TRI MOLDED PLASTIC SC IDA;

THENCE ALONG SAID LAST MENTIONED LAND THE FOLLOWING 3 COURSES AND DISTANCES:

1. NORTH 05° 54' 00" EAST, 238.00 FEET;
2. NORTH 83° 15' 00" WEST, 53.65 FEET;
3. NORTH 05° 54' 00" EAST, 416.23 FEET;

THENCE SOUTH 71° 09' 00" EAST, 182.34 FEET;

THENCE NORTH 10° 02' 00" WEST, 569.16 FEET;

THENCE ALONG SAID LAND NOW OR FORMERLY OF TOWN OF ISLIP (RECHARGE BASIN) THE FOLLOWING THREE (3) COURSES AND DISTANCES

1. NORTH 05° 55' 00" EAST, 153.71 FEET;
2. NORTH 71° 28' 00" WEST, 81.27 FEET;
3. SOUTH 18° 32' 00" WEST, 25.00 FEET;

THENCE NORTH 71° 28'00" WEST 269.10 FEET TO THE EASTERLY SIDE OF EKORB COURT;

THENCE ALONG THE EASTERLY SIDE OF EKORB COURT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. WESTERLY ALONG THE ARC OF A CURVE BEARING TO THE LEFT, HAVING A RADIUS OF 75.00 FEET AND A LENGTH OF 59.13 FEET;
2. NORTHERLY ALONG THE ARC OF A CURVE BEARING TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A LENGTH OF 30.36 FEET AND;
3. NORTH 18° 32' 00" EAST, 150.28 FEET;

CONTINUED...



TITLE NO. 3019-751972
SCHEDULE "A" CONTINUED

THENCE SOUTH 71° 28' 00" EAST, 419.12 FEET;

THENCE NORTH 19° 16' 40" EAST 435.53 FEET TO THE SOUTHERLY SIDE OF CANDLEWOOD ROAD;

THENCE ALONG THE SOUTHERLY SIDE OF CANDLEWOOD ROAD THE FOLLOWING 2 COURSES AND DISTANCES:

1. SOUTH 72° 21' 00" EAST, 297.03 FEET;
2. SOUTH 70° 51' 00" EAST, 124.95 FEET;

THENCE SOUTH 05° 55' 00" WEST, 205.46 FEET;

THENCE SOUTH 70° 51' 00" EAST, 205.46 FEET TO THE WESTERLY SIDE OF FIFTH AVENUE (CR-13) AND THE POINT OR PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

