

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

and

LAX HOTEL, LLC

and

NM AMNL, L.L.C.

and

AMNEAL PHARMACEUTICALS OF NEW YORK, LLC

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ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

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Dated March 3, 2021

Town of Brookhaven Industrial Development Agency  
(Assignment of LAX Hotel, LLC 2012 Facility)

Property Address: 50 Horseblock Road, Brookhaven, New York

Tax ID No.: 0200-813.00-01.00-005.007

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## ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT, dated March 3, 2021 (this "**Assignment, Assumption and Amendment Agreement**"), is by and among the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the "**Agency**"), LAX HOTEL, LLC, a limited liability company duly organized and validly existing under the laws of the State of California and authorized to transact business in the State of New York, having its principal office c/o Tarsadia Enterprises, LLC, 520 Newport Beach Center Drive, 21<sup>st</sup> Floor, Newport Beach, CA 92660 (the "**Assignor**" and, before the Effective Date (as defined herein), the "**Original Company**"), and NM AMNL, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having its principal office at 1633 Broadway, 48<sup>th</sup> Floor, New York, New York 10019 (the "**Assignee**" and, after the Effective Date (as defined herein), the "**Company**").

### R E C I T A L

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 (the "**State**");

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of 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, civic, 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 and Chapter 358 of the Laws of 1970 of the State of New York, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the providing of financing and leasing of the Facility defined below;

WHEREAS, the Agency has previously provided its assistance to the Assignor and Amneal Pharmaceuticals of New York, LLC, a limited liability company (the "**Sublessee**") by the Agency of an approximately 37.8 acre parcel of land located at 50 Horseblock Road, Brookhaven, Town of Brookhaven, New York (the "**Land**"), upon which there is an existing 121,017 square foot building, and upon which there is proposed to be constructed a three-story approximately 352,544 square foot expansion, the components of which are: First Floor

(a) an approximately 9,703 square foot first floor office and employee space, (b) an approximately 85,723 square foot manufacturing area, (c) an approximately 118,152 square foot warehousing area, (d) an approximately 25,287 square foot technical area, and Second Floor (e) an approximately 13,575 square foot office and 12,783 square foot laboratory area, and (f) an approximately 69,132 square foot manufacturing area; Third Floor (g) an approximately 18,189 square foot research and development area; and (h) the construction and equipping of an approximately 6,088 square foot on-site sewerage industrial waste treatment plant to process approximately 32,500 gallons/day of industrial waste flow and approximately 22,000 gallons/day domestic waste flow (collectively the "**Improvements**"), and the acquisition and installation of certain equipment not part of the Equipment (as such term is defined in the Equipment Lease Agreement, dated as of October 1, 2012 (the "**Equipment Lease Agreement**"), between the Agency and the Sublessee (the "**Facility Equipment**"; and, together with the Land and Improvements, the "**Company Facility**"), leased by the Agency to the Company, for further sublease by the Company to, and used by the Sublessee; and (ii) the acquisition and installation of certain Equipment potentially including, but not limited to, blenders, high share mixers, fluid bed processors, community mills, laser equipment, compression tablet pressers, D-Dusters, metal detectors, hardness testers, weight variation machines, capsulation machines, polishers, weight sorting machines, analytical scales, coding process equipment, air control systems, packing lines including fully automated vision systems, soft gelatin manufacturing equipment, homogenized mixers, soft gel capsulation machines, drying tunnels, sorting equipment, inks, laser printing machines, FVAC systems, temperature and humidity control systems, air compressors, ionized water and dust collection systems, hi-los facilities, laboratory equipment, HPLC, GC, LC, spectrometer, material management software and ERP, a stainless steel ballasted racking system, high-efficiency invertors and a solar panel system to be installed on the roof-top to include approximately 1250 solar panels (collectively, the "**Equipment**"); and, together with the Company Facility, the "**Facility**"), which Equipment is leased by the Agency to the Sublessee and used by the Sublessee for the development, manufacturing and warehousing of generic drugs as well as other uses in connection with the operation of the Facility, including but not limited to the executive and administrative office space (collectively, the "**Project**"); and

WHEREAS, the Agency previously acquired title to the Land pursuant to a certain Bargain and Sale Deed, dated October 18, 2012 (the "**Deed**"), from the Original Company to the Agency and the Deed was recorded in the Suffolk County Clerk's office on November 7, 2012, in Liber 12710 Cp394; and

WHEREAS, the Agency previously acquired title to the Facility Equipment pursuant to a certain Bill of Sale, dated October 18, 2012 (the "**Facility Equipment Bill of Sale**"), from the Original Company to the Agency; and

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Equipment Bill of Sale, dated October 18, 2012 (the "**Equipment Bill of Sale**"), from the Sublessee to the Agency; and

WHEREAS, the Agency agreed to lease the Company Facility (as defined in the hereinafter defined Lease Agreement) to the Original Company pursuant to the Lease

Agreement, dated as of October 1, 2012 (the "**Original Lease Agreement**"; and, together with this Assignment, Assumption and Amendment Agreement, the "**Lease Agreement**"), between the Agency and the Original Company, such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Lease Agreement), and a memorandum of such Original Lease Agreement was recorded in the Suffolk County Clerk's office on November 7, 2012 in Liber 12710 Cp 395; and

WHEREAS, the Agency agreed to lease the Equipment (as defined in the hereinafter defined Equipment Lease Agreement) to the Sublessee pursuant to the Equipment Lease Agreement, dated as of October 1, 2012 (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee, and said Equipment Lease Agreement expired by its terms on August 31, 2017 and Sublessee purchased the Equipment in accordance with Section 11.3 of the Equipment Lease Agreement; and

WHEREAS, the Agency and the Sublessee entered into an Agency Compliance Agreement, dated as of October 1, 2012 (the "**Agency Compliance Agreement**"), wherein the Agency and the Sublessee set forth certain representations with respect to the Facility; and

WHEREAS, the Original Company subleased the Company Facility to the Sublessee upon the terms and conditions set forth in the Sublease Agreement, dated October 18, 2012 (the "**Original Sublease Agreement**"), by and between the Original Company, as sublessor and the Sublessee, as sublessee, which Original Sublease Agreement has been amended and restated pursuant to that certain Amended and Restated Sublease, dated January 28, 2021 by and between Assignor, as sublessor, and Sublessee, as sublessee (as amended, the "**A&R Sublease Agreement**"); and

WHEREAS, the Agency, the Original Company and the Sublessee entered into an Environmental Compliance and Indemnification Agreement, dated as of October 1, 2012 (the "**Original Environmental Compliance and Indemnification Agreement**"), pursuant to which the Original Company and the Sublessee made certain representations to the Agency with respect to the environmental condition of the Facility; and

WHEREAS, the Agency, the Company and the Sublessee entered into a Payment-In-Lieu-of Taxes Agreement, dated as of October 1, 2012 (the "**Original PILOT Agreement**"), pursuant to which the Agency provided provision for payments-in-lieu-of-taxes and such assessments by the Original Company and the Sublessee; and

WHEREAS, the Agency, the Original Company and the Sublessee entered into a Recapture Agreement, dated as of October 1, 2012 (the "**Original Recapture Agreement**", the Original Lease Agreement, the Original Environmental Compliance and Indemnification Agreement, the Original PILOT Agreement and the Original Recapture Agreement being collectively referred to as the "**Assignor Documents**"), pursuant to which the Agency has the right to recapture certain economic benefits and assistance granted to the Original Company and the Sublessee upon the terms and conditions set forth in the Original Recapture Agreement, and such Original Recapture Agreement was recorded in the Suffolk County Clerk's office on November 7, 2012, in Liber 12710 Cp 397; and

WHEREAS, the Assignee has now requested the Agency's consent to (i) the assignment by the Assignor of all of its rights, title, interest and obligations under the Assignor Documents, and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest and obligations of the Assignor under the Assignor Documents, and certain other agreements in connection with the Facility, and (ii) the release of the Assignor from any further liability with respect to the Facility and Assignor Documents, subject to certain requirements of the Agency, all pursuant to this Assignment, Assumption and Amendment Agreement on the terms set forth herein; and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Facility may be assigned, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Agency will consent to the assignment by the Assignor and the assumption by the Assignee of the Assignor's interests in the Facility and the Agency will thereafter lease the Facility to the Assignee and Assignee will continue to sublease the Facility to Sublessee pursuant to the A&R Sublease Agreement; and

WHEREAS, the Original Lease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Lease Agreement, dated March 3, 2021 (the "**Assignment of Lease Agreement**"), by and between the Assignor and the Assignee, and consented to by the Agency; and

WHEREAS, the A&R Sublease Agreement shall be assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Sublease Agreement, dated March 3, 2021 (the "**Assignment of Sublease Agreement**"), by and between the Assignor and the Assignee; and

WHEREAS, the Original Environmental Compliance and Indemnification Agreement shall be amended pursuant to and in accordance with this Assignment, Assumption and Amendment Agreement, and the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date under the Original Environmental Compliance and Indemnification Agreement (as amended by this Assignment, Assumption and Amendment Agreement, the "**Environmental Compliance and Indemnification Agreement**"), with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date; and

WHEREAS, the Original PILOT Agreement shall be amended pursuant to and in accordance with this Assignment, Assumption and Amendment Agreement, and the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date under the Original PILOT Agreement (as amended by this Assignment, Assumption and Amendment Agreement, the "**PILOT Agreement**") with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date; and

WHEREAS, the Original Recapture Agreement shall be amended pursuant to and in accordance with this Assignment, Assumption and Amendment Agreement, and the Assignee will assume all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date under the Recapture Agreement (as amended by this Assignment, Assumption and Amendment Agreement, the “**Recapture Agreement**”; the Lease Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and the Recapture Agreement being collectively referred to as the “**Assignee Documents**”), with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor arising on and after the Effective Date; and

WHEREAS, subject to the Agency’s consent, which consent is given pursuant to Section 3.2 hereof, the Assignee shall assume the Assignor’s leasehold estate and reversionary interest in the Facility created pursuant to the Lease Agreement and, the PILOT Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement, including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Environmental Compliance and Indemnification Agreement and assume all of the right, title, interest, liability, duty and obligations of the Assignor with respect to the Facility including but not limited to, all of the right, title, interest, liability, duty and obligations of the Assignor under the Lease Agreement, the PILOT Agreement, the Recapture Agreement, and the Environmental Compliance and Indemnification Agreement, and Assignor’s right, title and interest in and to the A&R Sublease Agreement, in each case, arising on and after the Effective Date, in each case, arising on and after the Effective Date; and

WHEREAS, on the terms set forth herein, the Assignee has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the assignment of the interest in the Facility from the Assignor to the Assignee and the subsequent financing of the Facility.

## AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

### ARTICLE I DEFINITIONS

All capitalized terms used in this Assignment, Assumption and Amendment 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 and made a part hereof.

All references in the Environmental Compliance and Indemnification Agreement, the PILOT Agreement, the Recapture Agreement, or the Lease Agreement to “this Environmental Compliance and Indemnification Agreement” or “the Environmental

Compliance and Indemnification Agreement”, “this PILOT Agreement” or “the PILOT Agreement”, “this Recapture Agreement” or “the Recapture Agreement”, “this Lease Agreement” or “the Lease Agreement”, or words of similar import, and the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, “thereby”, “thereof”, “thereto”, “therein”, “thereunder” and any similar terms as used in any such instrument or agreement shall be deemed to refer to such instrument or agreement as amended, modified, supplemented and assigned by this Assignment, Assumption and Amendment Agreement.

## ARTICLE II REPRESENTATIONS AND COVENANTS OF ASSIGNOR AND ASSIGNEE

### Section 2.1 Representation and Covenants of Assignor.

(a) The Assignor is a limited liability company, organized and existing under the laws of the State of California and authorized to transact business in the State of New York, is in good standing under the laws of the State of New York and the State of California, and has full legal right, power and authority to execute, deliver and perform each of the Assignor Documents and the other documents contemplated thereby. Each of the Assignor Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignor.

(b) Each of the Assignor Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignor enforceable against the Assignor in accordance with its terms.

### Section 2.2 Representation and Covenants of Assignee.

(a) The Assignee is a limited liability company, organized and existing under the laws of the State of Delaware and is authorized to transact business in the State of New York, is in good standing under the laws of the State of Delaware and the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Assignee Documents and the other documents contemplated thereby. Each of the Assignee Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Assignee.

(b) Neither the execution and delivery of any of the Assignee Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Assignee Documents and the other documents contemplated thereby will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, the Assignee’s Articles of Organization or Operating Agreement, as amended, or any restriction or any agreement or instrument to which the Assignee is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Assignee under the terms of any such law, ordinance, Articles of Organization or Operating Agreement, as amended, restriction, agreement or instrument, except for Permitted Encumbrances.



(c) Each of the Assignee Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Assignee enforceable against the Assignee in accordance with its terms.

(d) The Facility is and will continue to be a "project" as such quoted term is defined in the Act. The Assignee will not take any action, or fail to take any action, which action or failure to act would cause the Facility not to constitute a "project" as such quoted term is defined in the Act.

(e) The Assignee hereby represents to the Agency that the Agency's involvement with the Facility will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or in the abandonment of one or more plants of the Facility occupant(s) located in the State, unless the Agency's involvement with the Facility (i) is reasonably necessary to discourage the Facility occupant(s) from removing such other plant or facility to a location outside the State, or (ii) is reasonably necessary to preserve the competitive position of the Facility occupant(s) in their respective industry.

### Section 2.3 Representation and Covenants of Sublessee.

(a) The Sublessee is a limited liability company, organized and existing under the laws of the State Delaware, is in good standing under the laws of the State of Delaware and of New York, and has full legal right, power and authority to execute, deliver and perform the A&R Sublease Agreement, the documents with the Agency to which it is a party and each of the other documents contemplated hereby (collectively, the "**Sublessee Documents**").

(b) Neither the execution and delivery by Sublessee of any of the Sublessee Documents conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Sublessee's Articles of Organization or Operating Agreement, as amended, or any restriction or any agreement or instrument to which the Sublessee is a party or by which it is bound.

## ARTICLE III ASSIGNMENT, ASSUMPTION AND AMENDMENT

### Section 3.1 Effective Date, Assignment, Assumption and Amendment, Agency Certification, Consents.

(a) As used herein, the "Effective Date" shall mean March 3, 2021.

(b) Upon the Effective Date the Assignor hereby assigns to the Assignee all of its rights, title, interest, obligations, liabilities and duties (including its reversionary rights under the Original Lease Agreement) under the Assignor Documents and the A&R Sublease Agreement (provided that with respect to any obligations, liabilities and duties, such assignment shall relate only to obligations, liabilities and duties arising on or after the Effective Date).

(c) On and after the Effective Date the Assignee hereby assumes all of the Assignor's rights, title, interest, obligations, liabilities and duties relating to the Facility arising on and after the Effective Date, including, but not limited to, all of its rights, title, interest, obligations, liabilities and duties (provided that with respect to any obligations, liabilities and duties, such assumption shall relate only to obligations, liabilities and duties arising on or after the Effective Date) under Assignor Documents and the A&R Sublease Agreement (including its reversionary rights under the Original Lease Agreement).

(d) The Agency, the Assignor and the Assignee acknowledge that a Memorandum of the Assignment of Lease Agreement, will be executed by the Agency, the Assignor and the Assignee and delivered to the Suffolk County Clerk's office to effectuate the assignment and assumption of the Original Lease Agreement.

(e) The Assignor, the Assignee and Sublessee acknowledge that a Memorandum of the Assignment of Sublease Agreement, will be executed by the Assignor and the Assignee and delivered to the Suffolk County Clerk's office to effectuate the assignment and assumption of the A&R Sublease Agreement; and Assignee and Sublessee acknowledge and agree that the legal description of the Facility attached hereto as **Exhibit A** constitutes the leased premises under and pursuant to the A&R Sublease Agreement and that the A&R Sublease Agreement is amended to replace the legal description therein with **Exhibit A** attached hereto.

Section 3.2 Consent by Agency. In accordance with Section 9.3 of the Lease Agreement, the Agency hereby consents to the assignment by the Assignor to the Assignee pursuant to Section 3.1(b) above and the assumption by the Assignee pursuant to Section 3.1(c) above, and otherwise subject to the terms, conditions and limitations described herein.

#### ARTICLE IV RELEASE

##### Section 4.1 Release of the Assignor by the Agency.

(a) On and after the Effective Date, but only upon receipt of an opinion of counsel to the Assignee that this Assignment, Assumption and Amendment Agreement is duly authorized, executed and delivered by the Assignee, the receipt of which is hereby confirmed, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Facility, including, but not limited to, all of its rights, title, interest, obligation, liabilities and duties under the Assignor Documents.

(b) Notwithstanding anything herein to the contrary, Assignor is hereby not released from its obligations, liabilities or duties under the Original Lease Agreement arising prior to the Effective Date (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 harmless the Agency under the Assignor Documents irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

ARTICLE V  
INDEMNIFICATION

Section 5.1 Assignee's Indemnification of Agency and Assignor. The Assignee shall and does indemnify the Agency and the Assignor against, and agrees to defend and hold the Agency and the Assignor harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Original Lease Agreement, the Original PILOT Agreement, the Original Recapture Agreement, and the Original Environmental Compliance and Indemnification Agreement, first arising on and after the Effective Date except Prior Obligations. In addition, the Assignee shall and does indemnify the Agency, and agrees to defend and hold the Agency harmless from any of the Assignee's obligations to indemnify and hold harmless the Agency under Section 8.2 of the Lease Agreement, first arising on and after the Effective Date except Prior Obligations.

Section 5.2 Assignor's Indemnification of Agency. The Assignor shall and does indemnify the Agency and the Assignee against, and agrees to defend and hold the Agency and the Assignee harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Assignor Documents, arising prior to the Effective Date, in addition to any other Prior Obligations.

ARTICLE VI  
AMENDMENT AND MODIFICATION OF LEASE AGREEMENT, THE PILOT  
AGREEMENT, THE RECAPTURE AGREEMENT AND THE ENVIRONMENTAL  
COMPLIANCE AND INDEMNIFICATION AGREEMENT

Section 6.1 Amendment and Modification of Lease Agreement. The Assignee and the Agency agree that the Lease Agreement is amended and modified as of the Effective Date as follows:

(a) The Lease Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Lease Agreement to the "Company" are hereby amended and modified to reflect the following definition:

"Company" NM AMNL, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) The Agency and the Assignee mutually agree that the Lease Agreement shall be further amended as follows:

(i) Section 2.2(c) shall be amended and restated in its entirety to read as follows:

(c) The Facility and the design and operation of the Facility will conform with all applicable zoning, planning, building and Environmental Laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. All Environmental Permits necessary for the ownership, use and operation of the Facility have been obtained and are in full force and effect. Under penalty of perjury, the Company certifies that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company shall defend, indemnify and hold harmless the Agency from any liability, including reasonable attorneys' fees, resulting from any failure by the Company to comply with the provisions of this subsection.

(ii) Section 8.6 shall be amended and restated in its entirety to read as follows:

Section 8.6 Agreement to File Annual Statements and Provide Information. The Company shall file with the New York State Department of Taxation and Finance (the "NYSDTF") an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility in compliance with Sections 874(8) of the New York State General Municipal Law (the "GML") as provided in Section 4.6(f) hereof. The Company shall submit a copy of such annual statement to the Agency at the time of filing with the NYSDTF. The Company shall also provide the Agency with the information necessary for the Agency to comply with Section 874(9) of the GML. Annually, the Company shall provide the Agency with a certified statement and documentation (i) enumerating the FTE jobs, by category, retained and/or created at the Facility as a result of the Agency's financial assistance and (ii) indicating the fringe benefits and salary averages or ranges for such categories of FTE jobs created and/or retained. The Company further agrees to provide and certify or cause to be provided and certified such information concerning the Company, its finances, its operations, its employment and its affairs necessary to enable the Agency to make any report required by law, governmental regulation, including, without limitation, any reports required by the Act or the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009, each as amended from time to time, or any other reports required by the New York State Authority Budget Office or the Office of the State Comptroller or any of the Agency Documents or Company Documents. Such information shall be provided within thirty (30) days following written request from the Agency. The Company shall cause any and all sublessees at the Facility to comply with the requirements of this Section 8.6 by requiring each sublessee to enter into a tenant agency compliance agreement.

(iii) In accordance with the GML, the Lease Agreement is hereby amended to include the PILOT Agreement as attached hereto as Exhibit B as an exhibit thereto, as such PILOT Agreement has been amended hereby.

(iv) In accordance with the GML, the Lease Agreement is hereby amended to include the Recapture Agreement as attached hereto as Exhibit C as an exhibit thereto, as such Recapture Agreement has been amended hereby.

(c) Any notices required to be delivered to the Company pursuant to the terms of the Lease Agreement shall be delivered as provided in Section 7.1 hereof.

(d) The Lease Agreement, as amended as set forth herein and including the exhibits hereto, shall constitute a project agreement as described in Section 859-a(6) of the GML.

(e) The existing Exhibit A of the Lease Agreement is replaced with **Exhibit A** attached hereto.

Section 6.2 Amendment and Modification of PILOT Agreement. The Assignee and the Agency agree that the Recapture Agreement shall be amended and modified as of the Effective Date as follows:

(a) The PILOT Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the PILOT Agreement to the "Company" are hereby amended and modified to reflect the following definition:

"Company" NM AMNL, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the PILOT Agreement shall be delivered as provided in Section 7.1 hereof.

Section 6.3 Amendment and Modification of Recapture Agreement. The Assignee and the Agency agree that the Recapture Agreement shall be amended and modified as of the Effective Date as follows:

(a) The Recapture Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Recapture Agreement to the "Company" are hereby amended and modified to reflect the following definition:

"Company" means NM AMNL, L.L.C., a limited liability company duly organized and validly existing under the laws

of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the Recapture Agreement shall be delivered as provided in Section 7.1 hereof.

Section 6.4 Amendment and Modification of Environmental Compliance and Indemnification Agreement. The Assignee and the Agency agree that the Environmental Compliance and Indemnification Agreement is amended and modified as of the Effective Date as follows:

(a) The Environmental Compliance and Indemnification Agreement is hereby amended and modified in all respects to reflect that the Agency is now leasing the Facility to the Assignee as defined herein. Accordingly, all references in the Environmental Compliance and Indemnification Agreement to the "Company" are hereby amended and modified to reflect the following definition:

"Company" NM AMNL, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and its successors and assigns.

(b) Any notices required to be delivered to the Company pursuant to the terms of the Environmental Compliance and Indemnification Agreement shall be delivered as provided in Section 7.1 hereof.

## ARTICLE VII MISCELLANEOUS

Section 7.1 Notices. All notices, certificates and other communications hereunder or under any other Assignee Document 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 others:

To the Agency:

Town of Brookhaven Industrial Development Agency  
1 Independence Hill, 2nd Floor  
Farmingville, New York 11738  
Attention: Chief Executive Officer

To the Assignee:

NM AMNL, L.L.C.  
c/o New Mountain Net Lease Acquisition Corporation  
1633 Broadway, 48<sup>th</sup> Floor

New York, New York 10019  
Attn: Peter E. Kaplan, Jr.  
Phone: (212) 720-0350  
Email: TKaplan@newmountaincapital.com

With copy to:

Bass, Berry & Sims PLC  
1201 Pennsylvania Ave., NW, Suite 300  
Washington, DC 20004  
Attn: Michael Gibson, Esq.  
Phone: (202) 827-2972  
Email: mike.gibson@bassberry.com

To the Assignor:

LAX HOTEL, LLC  
520 Newport Center Dr., 21st Floor  
Newport Beach, California 92660  
Attn: Manager

With a copy to:

LAX HOTEL, LLC  
520 Newport Center Dr., 21st Floor  
Newport Beach, California 92660  
Attn: Legal Department

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.

Section 7.2 Binding Effect. This Assignment, Assumption and Amendment Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Assignment, Assumption and Amendment Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4 Amendments, Changes and Modifications. This Assignment, Assumption and Amendment Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 7.5 Execution of Counterparts. This Assignment, Assumption and Amendment Agreement may be executed in several counterparts, each of which shall be an

original and all of which shall constitute but one and the same instrument.

Section 7.6 Applicable Law. This Assignment, Assumption and Amendment Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 7.7 Section Headings Not Controlling. The headings of the several Sections in this Assignment, Assumption and Amendment Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Assignment, Assumption and Amendment Agreement.

Section 7.8 Ratification of Documents. Except as otherwise amended and modified by this Assignment, Assumption and Amendment Agreement, the Original Lease Agreement, the Original PILOT Agreement, the Original Recapture Agreement, and the Original Environmental Compliance and Indemnification Agreement, described herein are hereby ratified and confirmed and remain in full force and effect.

Section 7.9 A&R Sublease Agreement. Notwithstanding anything to the contrary set forth herein, Assignee, as sublessor, and Sublessee, as sublessee, acknowledge and agree that, except as expressly set forth in Section 3.1(e), nothing in this Agreement amends, modifies or limits A&R Sublease Agreement and the respective rights, obligations and liabilities of the Assignee and Sublessee set forth in the A&R Sublease Agreement with respect to the Assignee Documents, the Sublessee Documents and the Transaction Documents. Under all circumstances, as between Assignee, as sublessor, and Sublessee, as sublessee, the A&R Sublease Agreement will control the rights, obligations and liabilities of the Assignee and Sublessee related to such Assignee Documents, Sublessee Documents and Transaction Documents.

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





**LAX HOTEL, LLC,**  
a California limited liability company

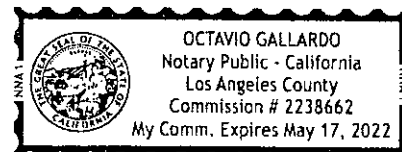
By: Anantya Capital, LLC, its Manager

By: [Signature]  
Name: Vikram Patel  
Title: Manager

COUNTY OF Los Angeles )  
STATE OF California )ss.  
)

On the 26<sup>th</sup> day of February, in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared Vikram Patel, 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



Assignment, Assumption and Amendment Agreement  
Signature Page 2 of 4

NM AMNL, L.L.C.

By: NM Net Lease Partners Manager, L.L.C., its non-member manager

By: [Signature]  
Name: Peter E. Kaplan, Jr.  
Title: President

COUNTY OF  
STATE OF

) District of Columbia: SS  
) Subscribed and sworn to before me, in my presence,  
) this 23rd day of February, 2021  
) Sabrina M. D'Hair  
) Sabrina M. D'Hair, Notary Public, D.C.  
) My commission expires August 31, 2023.

On the 23rd day of February, in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared Peter E. Kaplan, Jr., 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.

[Signature]

Notary Public  
My commission expires:

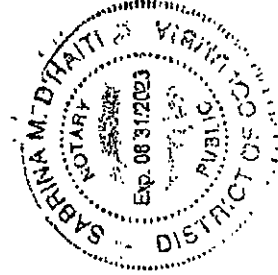




EXHIBIT A

Legal Description of Real Property

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE HAMLET OF NORTH BELLPORT, IN THE TOWN OF BROOKHAVEN, COUNTY OF SUFFOLK AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF STATION ROAD WHERE THE SAME IS INTERSECTED BY THE NORTHERLY SIDE OF SOUTHAVEN (NOT OPEN) AVENUE WHICH SAID POINT OR PLACE OF BEGINNING IS MARKED BY A MONUMENT;

RUNNING THENCE NORTH  $01^{\circ} 36' 25''$  EAST, 1,844.54 FEET TO A POINT;

THENCE NORTH  $17^{\circ} 36' 25''$  EAST, 21.84 FEET ON THE SOUTHEASTERLY SIDE OF SILLS ROAD;

THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE WITH A RADIUS OF 11,384.16, 67.0 FEET TO A POINT;

THENCE NORTH  $45^{\circ} 13' 58''$  EAST, 703.00 FEET TO A POINT;

THENCE NORTH  $83^{\circ} 19' 13''$  EAST, 27.56 FEET TO A POINT ON THE SOUTHWESTERLY SIDE OF HORSEBLOCK ROAD;

THENCE SOUTH  $36^{\circ} 46' 35''$  EAST, 508.75 FEET TO A POINT;

THENCE SOUTH  $09^{\circ} 50' 30''$  WEST, 2,132.95 FEET TO A POINT ON THE NORTHERLY SIDE OF SOUTHAVEN (NOT OPEN) AVENUE AT WHICH POINT IS LOCATED A MONUMENT;

THENCE NORTH  $80^{\circ} 12' 05''$  WEST, 580.75 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM SO MUCH OF THE ABOVE DESCRIBED PREMISES AS CONTAINED IN DEED DATED 7/18/2017, RECORDED 7/19/2017 IN LIBER 12921 CP 3, AS DESCRIBED AS FOLLOWS:

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

BEGINNING AT A POINT AT THE SOUTHERLY END OF A LINE  
CONNECTING THE EASTERLY SIDE OF STATION ROAD AND THE  
SOUTHEASTERLY SIDE OF SILLS ROAD (C.R. 101);

RUNNING THENCE NORTH  $17^{\circ} 36' 25''$  EAST, 21.84 FEET TO THE  
SOUTHEASTERLY SIDE OF SILLS ROAD (C.R. 101),

THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE BEARING TO  
THE RIGHT HAVING A RADIUS OF 11,384.16 FEET AND A LENGTH OF 16.00  
FEET ALONG THE SOUTHEASTERLY SIDE OF SILLS ROAD (C.R. 101);

THENCE SOUTH  $01^{\circ} 36' 25''$  WEST, 1,879.62 FEET TO THE NORTHERLY SIDE  
OF SOUTHAVEN AVENUE;

THENCE NORTH  $80^{\circ} 12' 05''$  WEST, 17.18 FEET ALONG THE NORTHERLY  
SIDE OF SOUTHAVEN AVENUE TO THE EASTERLY SIDE OF STATION  
ROAD;

THENCE NORTH  $01^{\circ} 36' 25''$  EAST, 1,844.54 FEET ALONG THE EASTERLY  
SIDE OF STATION ROAD TO THE POINT OR PLACE OF BEGINNING

FOR INFORMATION ONLY: DISTRICT 0200 SECTION 813.00 BLOCK 01.00 LOT  
005.007

PROPERTY ADDRESS: 50 HORSEBLOCK ROAD, BROOKHAVEN, NEW YORK

EXHIBIT B

PILOT Agreement

LAX HOTEL, LLC

and

AMNEAL PHARMACEUTICALS OF NEW YORK, LLC.

and

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

---

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

---

Town of Brookhaven Industrial Development Agency  
(LAX Hotel, LLC/Amneal Pharmaceuticals of New York, LLC 2012 Facility)

Dated as of October 1, 2012

Town of Brookhaven, Suffolk County

District: 0200  
Section: 813.00  
Block: 01.00  
Lot: 005.005 & 005.006



PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of October 1, 2012 (this "**PILOT Agreement**"), is by and among LAX HOTEL, LLC, a limited liability company organized and existing under the laws of the State of California and authorized to transact business in the State of New York, having its principal office at c/o Tarsadia Investments, LLC, 620 Newport Beach Center Drive, Fourteenth Floor, Newport Beach, California, 92660, Attention: Edward G. Coss, Esq. (the "**Company**"), AMNEAL PHARMACEUTICALS OF NEW YORK, LLC, a business corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having offices at 85 Adams Avenue, Hauppauge, New York 11788 (the "**Sublessee**"), and TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 1 Independence Hill, 3<sup>rd</sup> Floor, Farmingville, New York 11738 (the "**Agency**").

W I T N E S S E T H:

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1970 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the "**Act**"); and

WHEREAS, the Agency has agreed to acquire title to certain real property located on an approximately 37.8 acre parcel of land situated at 50 Horseblock Road, in Yaphank, Town of Brookhaven, Suffolk County, New York, more particularly described in Exhibit B attached hereto, and to acquire, construct and equip a certain industrial development facility thereon, more particularly described in the Lease Agreement, dated as of October 1, 2012 (the "**Lease Agreement**"), between the Agency and the Company; and

WHEREAS, the Agency has agreed to lease the Company Facility (as defined in the Lease Agreement) to the Company pursuant to the Lease Agreement such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Lease Agreement); and

WHEREAS, the Agency has agreed to lease the Equipment (as defined in the hereinafter defined Equipment Lease Agreement and collectively, the Company Facility and the Equipment shall be the "**Facility**") to the Sublessee pursuant to the Equipment Lease Agreement, dated as of October 1, 2012 (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee, such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Lease Agreement); and

WHEREAS, the Company has agreed to sublease the Facility to the Sublessee, and the Sublessee desires to rent the Company Facility from the Company, upon the terms and conditions set forth in the Sublease Agreement, dated October 18, 2012 (the "**Sublease Agreement**"), by and between the Company, as sublessor and the Sublessee, as sublessee; and

WHEREAS, the Agency, the Company and the Sublessee have entered into a Recapture Agreement, dated as of October 1, 2012 (the "**Recapture Agreement**"), pursuant to which the Agency has the right to recapture certain economic benefits and assistance granted to the Company and the Sublessee upon the terms and conditions set forth in the Recapture Agreement; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned by it, or under its jurisdiction or control or supervision other than special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency, the Company and the Sublessee deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company and the Sublessee to the Town of Brookhaven, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, Suffolk County, Sachem School District and appropriate special districts (hereinafter the "**Taxing Authorities**") in which any part of the Facility is or is to be located;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) As long as the Lease Agreement is in effect, the Company and the Sublessee, jointly and severally, agree to make payments in lieu of all real estate taxes and assessments (in addition to paying all special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to the Facility if the Facility were owned by the Company and not by the Agency (the "**Taxes on the Facility**"). The amounts of such payments and method for calculation are set forth herein.

(b) After the effective date of this PILOT Agreement and until the provisions of paragraph 1(c) become effective, the Company and the Sublessee, jointly and severally, shall pay, as payments-in-lieu-of-taxes and assessments, one hundred percent (100%) of the taxes and assessments which would be levied upon the Facility by the respective Taxing Authorities.

(c) Commencing with the 2013/2014 tax year, the Company and the Sublessee shall pay in the aggregate, as payments-in-lieu-of-taxes and assessments, the amounts set forth on Exhibit A attached hereto and made a part hereof.

(d) The Company and the Sublessee, jointly and severally, shall pay, or cause to be paid, the amounts set forth in paragraphs 1(b) and (c) above, as applicable, after receipt of tax bills from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax bill shall not relieve the Company or the Sublessee of their respective obligations to make all payments provided for hereunder. If, for any reason, the Company and/or the Sublessee do not receive an appropriate tax bill, the Company and the Sublessee shall have the responsibility and obligation to make all reasonable inquiries to the Taxing Authorities and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided therein. Payments shall be made directly to the Taxing Authorities. Payments made after the due date(s) as set forth in the applicable tax bills shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month on payments more than one month delinquent. Anything contained in this paragraph (d) to the contrary notwithstanding, the Company and the Sublessee shall have the obligation to make all annual payments required by this paragraph (other than payments of penalties, if any) in two equal semi-annual installments on or prior to January 10 and May 31 of each year of the Lease Term or on such other due dates as may be established from time to time during the Lease Term.

(e) During the term of this PILOT Agreement, the Company and the Sublessee shall continue to pay all special ad valorem levies, special assessments, and service charges levied against the Facility for special improvements or special district improvements.

(f) In the event that any structural addition shall be made to the building or buildings included in the Facility subsequent to the "**Completion Date**" (as such term is defined in the Lease Agreement), or any additional building or improvement shall be constructed on the real property described on Exhibit B hereto (such structural additions, buildings and improvements being referred to hereinafter as "**Additional Facilities**"), the Company and the Sublessee agree to make additional payments-in-lieu-of-taxes to the Taxing Authorities in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities if the Additional Facilities were owned by the Company and not the Agency times the assessment or assessments established for that tax year by the Town of Brookhaven. All other provisions of this PILOT Agreement shall apply to this obligation for additional payments.

2. In the event that title to the Facility or any part thereof is transferred from the Agency to the Company at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Town of Brookhaven, Suffolk County, Sachem School District, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, or appropriate special districts, as the case may be, by such taxable status date, the Company and the Sublessee, jointly and severally, hereby agree to pay, at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or

assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time the Agency conveyed title to the Company until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid pursuant to this PILOT Agreement by the Agency, or the Company and the Sublessee to the respective Taxing Authorities relating to any period of time after the date of transfer of title to the Company. The provisions of this Paragraph 2 shall survive the termination or expiration of the Lease Agreement. Any rights the Company or the Sublessee may have against their respective designees are separate and apart from the terms of this Paragraph 2, and this Paragraph 2 shall survive any transfer from the Agency to the Company.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act or other legislative change or by a final judgment of a court of competent jurisdiction, the obligations of the Company and the Sublessee hereunder shall, to such extent, be null and void.

4. In the event the Company and the Sublessee shall enter into a subsequent PILOT Agreement or PILOT Agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company and the Sublessee hereunder, which are inconsistent with such future PILOT Agreement or PILOT Agreements, shall be superseded and shall, to such extent, be null and void.

5. As long as this PILOT Agreement is in effect, the Agency, the Company and the Sublessee agree that (i) the Company shall be deemed to be the owner of the Facility and of the Additional Facilities for purposes of instituting, and shall have the right to institute, judicial review of an assessment of the real estate with respect to the Facility and the Additional Facilities pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time, and (ii) the Agency shall request the Assessor of the Town of Brookhaven, or any other assessor having jurisdiction to assess the Facility, to take into consideration the value of surrounding properties of like character when assessing the Facility. Notwithstanding the foregoing, in the event that the assessment of the real estate with respect to the Facility and the Additional Facilities is reduced as a result of any such judicial review so that such complaining party would be entitled to receive a refund or refunds of taxes paid to the respective Taxing Authorities, if such complaining party were the owner of the Facility and the Additional Facilities, such complaining party shall not be entitled to receive a refund or refunds of the payments-in-lieu-of-taxes paid pursuant to this PILOT Agreement nor a reduction in payments-in-lieu-of-taxes paid pursuant to this PILOT Agreement. In no event shall the Agency be required to remit to the Company, the Sublessee or any Taxing Authority any moneys otherwise due as a result of a reduction in the assessment of the Facility (or any part thereof) due to a certiorari review. The Company and the Sublessee hereby agree that they will notify the Agency if the Company and/or the Sublessee shall have requested a reassessment of the Facility or a reduction in the taxes on the Facility or shall have instituted any tax certiorari proceedings with respect to the Facility. The Company shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company and/or the Sublessee in connection with any reassessment of the

Facility, reduction of taxes with respect to the Facility or tax certiorari proceedings with respect to the Facility.

6. The Company and the Sublessee, in recognition of the benefits provided under the terms of this PILOT Agreement, including, but not limited to, the formula for payments-in-lieu-of-taxes set forth in Exhibit A hereto (the "Formula"), and for as long as the Lease Agreement is in effect, expressly waive any rights they may have for any exemption under Section 485-b of the Real Property Tax Law or any other exemption under any other law or regulation (except, however, for the exemption provided by Title 1 of Article 18-A of the General Municipal Law) with respect to the Facility. The Company and the Sublessee, however, reserve any such rights with respect to all special ad valorem levies, special assessments and service charges levied against the Facility as referred to in Paragraph 1(e) and the Additional Facilities as referred to in Paragraph 1(f) and with respect to the assessment and/or exemption of the Additional Facilities.

7. Reserved.

8. Except as otherwise provided herein, any notice required to be given under this PILOT Agreement shall be deemed to have been duly given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties hereto at their respective addresses specified below or such other addresses as either party may specify in writing to the other:

To the Agency:

Town of Brookhaven Industrial Development Agency  
1 Independence Hill, 3<sup>rd</sup> Floor  
Farmingville, New York 11738  
Attention: Lisa MG Mulligan, Chief Executive Officer

With a copy to:

Brookhaven Town Attorney's Office  
1 Independence Hill, 3<sup>rd</sup> Floor  
Farmingville, New York 11738  
Attention: Annette Eadcresto, Esq

To the Company:

LAX Hotel, LLC  
620 Newport Center Drive  
14<sup>th</sup> Floor  
Newport Beach, California 92660  
Attention: Edward Coss, Esq.

To the Sublessee:

Amneal Pharmaceuticals of New York, LLC  
85 Adams Avenue  
Hauppauge, New York 11788  
Attention: Mark Patrichuk, Controller

With a copy for the Company and/or the Sublessee to:

Farrell Fritz, P.C.  
1320 RXR Plaza  
Uniondale, New York 11556-1320  
Attention: Peter L. Curry, 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.

9. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company and/or the Sublessee under this PILOT Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's and/or the Sublessee's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's and/or the Sublessee's obligations hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company and/or the Sublessee or receipt by the Agency of a lesser amount than or different manner from the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this PILOT Agreement or otherwise provided at law or in equity.

10. This PILOT Agreement shall become effective immediately, however payments under Exhibit A hereunder shall commence with the 2013/2014 tax year. All taxes, assessments, special assessments, service charges, special ad valorem levies or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company and the Sublessee when due. Upon termination of the Lease Agreement and reconveyance of title to the Facility to the Company and the Sublessee, this PILOT Agreement shall terminate.

11. Whenever the Company and/or the Sublessee fail to comply with any provision of this PILOT Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company and the Sublessee under this PILOT Agreement. The Agency agrees to notify the Company and the Sublessee in writing of any failure by the Company

and/or the Sublessee to comply with any provision of this PILOT Agreement within thirty (30) business days after the Agency becomes aware of such failure and shall provide the Company and/or the Sublessee with the opportunity to cure such failure within thirty (30) days after receipt by the Company and/or the Sublessee of such notice.

12. This PILOT Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

13. The Company and the Sublessee respectively, agree to hold the Agency harmless from and against any liability arising from any default by the Company and/or the Sublessee in performing their respective obligations hereunder or any expense incurred under this PILOT Agreement, including any expenses incurred by the Agency, including without limitation reasonable attorneys' fees.

14. This PILOT Agreement may be modified only by written instrument duly executed by the parties hereto.

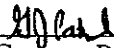
15. This PILOT Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, heirs, distributees and assigns.

16. If any provision of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the date first written above.

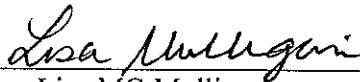
**LAX HOTEL, LLC,**  
a California limited liability company

By:   
Name: Gautam Patel  
Title: Authorized Signatory

**AMNEAL PHARMACEUTICALS OF NEW YORK, LLC**

By: \_\_\_\_\_  
Name: Robert Loewenstein  
Title: Authorized Signatory

**TOWN OF BROOKHAVEN  
INDUSTRIAL DEVELOPMENT  
AGENCY**

By:   
Name: Lisa MG Mulligan  
Title: Chief Executive Officer

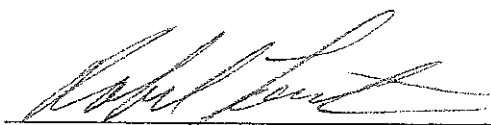


IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the date first written above.

**LAX HOTEL, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: Gautam Patel  
Title: Authorized Signatory

**AMNEAL PHARMACEUTICALS OF NEW YORK, LLC**

By:   
Name: Robert Loewenstein  
Title: Sr. Vice President, General Counsel

**TOWN OF BROOKHAVEN  
INDUSTRIAL DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Name: Lisa MG Mulligan  
Title: Chief Executive Officer

EXHIBIT A

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem School District, Suffolk County and Appropriate Special Districts

<u>Tax Year</u>	<u>Total PILOT Payments</u>
2013/2014	\$317,210
2014/2015	\$328,313
2015/2016	\$339,803
2016/2017	\$351,697
2017/2018	\$364,006
2018/2019	\$376,746
2019/2020	\$389,932
2020/2021	\$403,580
2021/2022	\$417,705
2022/2023	\$432,325
2023/2024	\$447,456

EXHIBIT B

Legal Description of Real Property

All that certain plot, piece or parcel of land, situate, lying and being in the hamlet of North Bellport, in the Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

Beginning at a point on the easterly side of Station Road where the same is intersected by the northerly side of Southaven (not open) Avenue which said point or place of beginning is marked by a monument;

Running thence North  $01^{\circ}36'25''$  East, 1,844.54 feet to a point;

Thence North  $17^{\circ}36'25''$  East, 21.84 feet on the southeasterly side of Sills Road;

Thence northeasterly along the arc of a curve with a radius of 11,384.16, 67.0 feet to a point;

Thence North  $45^{\circ}13'58''$  East, 703.00 feet to a point;

Thence North  $83^{\circ}19'13''$  East, 27.56 feet to a point on the southwesterly side of Horseblock Road;

Thence South  $36^{\circ}46'35''$  East, 508.75 feet to a point;

Thence South  $09^{\circ}50'30''$  West, 2,132.95 feet to a point on the northerly side of Southaven (not open) Avenue at which point is located a monument;

Thence North  $80^{\circ}12'05''$  West, 580.75 feet to the point or place of beginning.

For Information Only: District 0200 Section 813.00 Block 0.00 Lot 005.005 & 005.006

EXHIBIT C

Recapture Agreement

LAX HOTEL, LLC

and

AMNEAL PHARMACEUTICALS OF NEW YORK, LLC

to

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

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RECAPTURE AGREEMENT

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Dated as of October 1, 2012

Town of Brookhaven Industrial Development Agency  
(LAX Hotel, LLC/Ameal Pharmaceuticals of New York, LLC 2012 Facility)

Property Address: 50 Horseblock Road, Yaphank, Town of Brookhaven, Suffolk County,  
New York

District: 0200

Section: 813.00

Block: 01.00

Lot: 005.005 & 005.006

Record and return to:

Nixon Peabody LLP

1300 Clinton Square

Rochester, New York 14604

Attention: Barry Carrigan, Esq.

## RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT, made and entered into as of October 1, 2012 (this "**Recapture Agreement**"), is from LAX HOTEL, LLC, a limited liability company duly organized and validly existing under the laws of the State of California and authorized to transact business in the State of New York, having its principal office c/o Tarsadia Investments, LLC, 620 Newport Beach Center Drive, Fourteenth Floor, Newport Beach, California 92660, Att: Edward G. Coss, Esq. (the "**Company**") and AMNEAL PHARMACEUTICALS OF NEW YORK, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having an office at 85 Adams Avenue, Hauppauge, New York (the "**Sublessee**") to the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 1 Independence Hill, 3<sup>rd</sup> Floor, Farmingville, New York 11738 (the "**Agency**").

### WITNESSETH:

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.

The aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State of New York (the "**State**").

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.

Pursuant to and in accordance with the provisions of the aforesaid act and Chapter 358 of the Laws of 1970 of the State, as amended (collectively, the "**Act**"), the Agency was created and is empowered to undertake the providing, financing and leasing of the Facility defined below.

The Agency has agreed to provide its assistance with the Facility which shall consist of (i) the acquisition of an approximately 37.8 acre parcel of land located at 50 Horseblock Road, Yaphank, Town of Brookhaven, New York (collectively, the "**Land**"), upon which there is an existing 110,000 square foot building, and upon which there is proposed to be constructed a three-story approximately 322,000 square foot expansion, the components of which are: First Floor (a) an approximately 13,000 square foot first floor office and employee space, (b) an approximately 65,000 square foot manufacturing area, (c) an approximately 117,000 square foot warehousing area, (d) an approximately 30,000 square foot technical area, and (e) an approximately 4,000 square foot pharmacy; Second Floor (f) an

approximately 27,000 square foot office and laboratory area, and (g) an approximately 46,000 square foot warehousing area; Third Floor (h) an approximately 20,000 square foot research and development area; and (ii) an approximately 42,000 square foot stand-alone state-of-the-art facility for manufacturing, warehousing, packaging, and research and development of potent compounds and hormones; (iii) the construction and equipping of an approximately 4,725 square foot on-site sewerage industrial waste treatment plant to process approximately 26,000 gallons/day of industrial waste flow and approximately 22,000 gallons/day domestic waste flow (collectively the "**Improvements**"), and the acquisition and installation of certain equipment not currently owned by the Company or the Sublessee and part of the Equipment (as such term is defined in Exhibit A to the Equipment Lease Agreement, to be dated a date to be determined (the "**Equipment Lease Agreement**"), between the Agency and the Sublessee (the "**Facility Equipment**"; and, together with the Land and Improvements, the "**Company Facility**"), to be leased by the Agency to the Company for further sublease by the Company to, and used by the Sublessee; and (iv) the acquisition and installation of certain Equipment (as defined in the Equipment Lease Agreement) including, but not limited to, blenders, high share mixers, fluid bed processors, community mills, laser equipment, compression tablet pressers, D-Dusters, metal detectors, hardness testers, weight variation machines, capsulation machines, polishers, weight sorting machines, analytical scales, coding process equipment, air control systems, packing lines including fully automated vision systems, soft gelatin manufacturing equipment, homogenized mixers, soft gel capsulation machines, drying tunnels, sorting equipment, inks, laser printing machines, FVAC systems, temperature and humidity control systems, air compressors, ionized water and dust collection systems, hi-los facilities, laboratory equipment, HPLC, GC, LC, spectrometer, material management software and ERP, a stainless steel ballasted racking system, high-efficiency invertors and a solar panel system to be installed on the roof-top to include approximately 1250 solar panels (collectively, the "**Equipment**"), which Equipment is to be leased by the Agency to, and used by, the Sublessee for the development, manufacturing and warehousing of generic drugs as well as executive and administrative office space (the Company Facility and the Equipment collectively referred to herein as the "**Facility**"); including the following as they relate to the appointment of the Company and the Sublessee as agents of the Agency pursuant to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all equipment, machinery, and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility. The Equipment shall specifically exclude any equipment owned by the Company or Sublessee which is located at the Improvements as of the date hereof.

Pursuant to the Lease Agreement (as defined below), the Agency is leasing to the Company the Company Facility, including the following, to the extent owned by the Agency pursuant to the terms of the Lease Agreement, as they relate to the acquisition, construction and equipping of such Company Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Company Facility: (i) all

purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility.

The Agency has agreed to lease the Facility to the Company pursuant to a Lease Agreement, dated as of October 1, 2012 (the "**Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee.

The Company has agreed to sublease the Facility to the Sublessee pursuant to a certain Sublease Agreement, dated as of October 18, 2012 (the "**Sublease Agreement**"), by and between the Company, as sublessor and the Sublessee, as sublessee.

The Agency proposes to acquire and lease the Equipment to the Sublessee, and the Sublessee desires to rent the Equipment from the Agency upon the terms and conditions set forth in the Equipment Lease Agreement; and

In order to define the Company's and the Sublessee's obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency, the Company and the Sublessee will enter into a Payment-in-Lieu-of-Tax Agreement, dated as of October 1, 2012 (the "**PILOT Agreement**"), by and among the Agency, the Company and the Sublessee.

The Agency has conferred on the Company and the Sublessee in connection with the acquisition, construction, 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, construction and equipping of the Facility and real property tax abatements (pursuant to the PILOT Agreement), and mortgage recording tax exemptions.

The Agency requires, as a condition and as an inducement for it to enter into the transactions contemplated by the PILOT Agreement, the Lease Agreement, and the Equipment Lease Agreement that the Company and the Sublessee provide assurances with respect to the recapture of benefits granted under the PILOT Agreement, the Lease Agreement and the 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 PILOT Agreement and the Lease Agreement in order to provide financial assistance to the Company and the Sublessee for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company and the Sublessee hereby severally agree to the return of public benefits conferred by the Agency to such party, as follows:

- (i) If there shall occur a Recapture Event (as defined below) after the Closing



Date, but on or before the end of two (2) years thereafter, the Company and/or the Sublessee, 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 to it by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below);

- (ii) If there shall occur a Recapture Event after the end of two (2) years but on or before the end of four (4) years thereafter, the Company and/or the Sublessee 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 to it by the Agency, seventy-five percent (75%) of the Recaptured Benefits;
- (iii) If there shall occur a Recapture Event after the end of four (4) years but on or before the end of six (6) years thereafter, the Company and/or the Sublessee 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 to it by the Agency, fifty percent (50%) of the Recaptured Benefits;
- (iv) If there shall occur a Recapture Event after the end of six (6) years but on or before the end of eight (8) years thereafter, the Company and/or the Sublessee 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 to it by the Agency, twenty-five percent (25%) of the Recaptured Benefits; and
- (v) If there shall occur a Recapture Event after the end of eight (8) years, 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 those direct monetary benefits, tax exemptions and other financial assistance, if any, derived from the Agency's participation in the transaction contemplated by the PILOT Agreement, the Sales Tax Letter, dated the Closing Date delivered by the Agency to the Company and the Sublessee (the "Sales Tax Letter") and the Lease Agreement including, but not limited to, the amount equal to 100% of any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency, sales or use tax exemptions and real property tax abatements granted under the PILOT Agreement which amounts from time to time shall be payable directly to the Agency or to any party or parties at the direction of the Agency. However, the recapture of any amounts of the mortgage recording tax shall be subordinate to the lien of the Mortgages.

(c) The term "Recapture Event" shall mean any of the following events:

(1) A default by the Company and/or the Sublessee under the PILOT Agreement which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(2) An Event of Default under the Lease Agreement; or

(3) A default by the Sublessee under the Equipment Lease Agreement or the Agency Compliance Agreement or the occurrence and continuation of an Event of Default under the Equipment Lease Agreement or the Agency Compliance Agreement which remains uncured beyond any applicable notice or grace period, if any, provided thereunder; or

(4) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date or the Company and the Sublessee shall close the Facility

(5) The failure on the part of the Company and/or the Sublessee to maintain at the Facility at least [ ] FTE employees at all times throughout the Lease Term.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or part of the Facility, or (ii) the inability at law of the Company and/or the Sublessee 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 shall have arisen in good faith through no fault on the part of the Company, the Sublessee or any of their respective affiliates so long as the Company, the Sublessee or any of their respective affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof.

(d) The Company and the Sublessee covenant and agree to furnish the Agency with written notification within thirty (30) days of learning of any Recapture Event during the term of this agreement, which notification shall set forth the terms of such Recapture Event.

(e) In the event any payment owing by the Company and/or the Sublessee 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 ten percent (10%) per annum until the Company and/or the Sublessee 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).

(f) The Agency shall be entitled to deduct all 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 and the Sublessee under this Recapture Agreement shall be absolute and unconditional and shall remain in full force and effect until the PILOT Agreement, the Agency Compliance Agreement and the Lease Agreement have expired or been terminated, 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 and the Sublessee.

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

(c) It is hereby also 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.

3. Condition to Reconveyance of Facility. The parties hereto agree that the Agency shall have no obligations to re-convey the Facility to the Company pursuant to the Lease Agreement until all payments to the Agency and the Town under Sections 5.3, 11.2 and 11.3 of the Lease Agreement, under the PILOT Agreement and hereunder have been paid in full.

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 Agreement 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 and the Sublessee 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 under this Recapture Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, return receipt requested, postage prepaid, or by overnight courier, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Town of Brookhaven Industrial Development Agency  
1 Independence Hill, 3rd Floor  
Farmingville, New York 11738  
Attention: Executive Director

With a copy to:

Town of Brookhaven  
Department of Law  
1 Independence Hill, 3rd Floor  
Farmingville, New York 11738  
Attention: Annette Eaderesto, Esq.

To the Company:

LAX Hotel, LLC  
c/o Tarsadia Investments, LLC  
620 Newport Center Dr. Fourteenth Floor  
Newport Beach, California 92660  
Attention: Edward G. Coss, Esq.

To the Sublessee:

Amneal Pharmaceuticals of New York, LLC  
85 Adams Avenue  
Hauppauge, New York 11788  
Attention: Robert Loewenstein, Esq.

With copies for Company and Sublessee to:

Ferrell Fritz, P.C.,  
1320 RXR Plaza  
Uniondale, New York 11556-1320  
Attention: Peter L. Curry, Esq.

A duplicate copy of each communication hereunder by the Company or the Sublessee shall be given to the Agency.

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. Recordation of Recapture Agreement. The Agency covenants that it will record or cause this Recapture Agreement to be duly recorded in all offices where recordation thereof is necessary.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

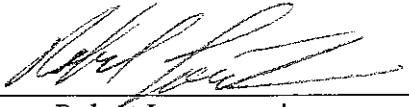


IN WITNESS WHEREOF, the Company and the Sublessee have caused this Recapture Agreement to be duly executed and delivered as of the day and year first above written.

**LAX HOTEL, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: Gautam Patel  
Title: Authorized Signatory

**AMNEAL PHARMACEUTICALS OF NEW  
YORK, LLC**

By:   
Name: Robert Loewenstein  
Title: Sr. Vice President, General Counsel

ACCEPTED:

**TOWN OF BROOKHAVEN INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Lisa MG Mulligan  
Title: Chief Executive Officer

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

On the 18th day of October in the year 2012, before me, the undersigned, personally appeared **Gautam Patel**, 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 JERSEY    )  
                                  : SS:  
COUNTY OF SOMERSET    )

On the 18th day of October in the year 2012, before me, the undersigned, personally appeared **Robert Loewenstein**, 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.

**BARBARA S. KLUTCH**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 6/18/2015

  
Notary Public

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

On the 18th day of October in the year 2012, before me, the undersigned, personally appeared **Lisa MG Mulligan**, 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 she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

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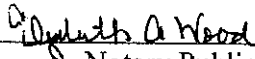
Notary Public



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

On the 18th day of October in the year 2012, before me, the undersigned, personally appeared **Gautam Patel**, 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.

ELIZABETH A. WOOD  
Notary Public, State of New York  
Reg. # 01V-08160025  
Qualified in Monroe County  
Certificate Filed in Monroe County  
Commission Expires: 12/15/2015

  
\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
: SS:  
COUNTY OF )

On the 17th day of October in the year 2012, before me, the undersigned, personally appeared **Robert Loewenstein**, 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 )

On the 18th day of October in the year 2012, before me, the undersigned, personally appeared **Lisa MG Mulligan**, 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 she executed the same in her capacity, and that by her signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

ELIZABETH A. WOOD  
Notary Public, State of New York  
Reg. # 01V-08160025  
Qualified in Monroe County  
Certificate Filed in Monroe County  
Commission Expires: 12/15/2015

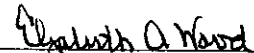
  
\_\_\_\_\_  
Notary Public

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT A

Legal Description of Real Property

All that certain plot, piece or parcel of land, situate, lying and being in the hamlet of North Bellport, in the Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

Beginning at a point on the easterly side of Station Road where the same is intersected by the northerly side of Southaven (not open) Avenue which said point or place of beginning is marked by a monument;

Running thence North 01°36'25" East, 1,844.54 feet to a point;

Thence North 17°36'25" East, 21.84 feet on the southeasterly side of Sills Road;

Thence northeasterly along the arc of a curve with a radius of 11,384.16, 67.0 feet to a point;

Thence North 45°13'58" East, 703.00 feet to a point;

Thence North 83°19'13" East, 27.56 feet to a point on the southwesterly side of Horseblock Road;

Thence South 36°46'35" East, 508.75 feet to a point;

Thence South 09°50'30" West, 2,132.95 feet to a point on the northerly side of Southaven (not open) Avenue at which point is located a monument;

Thence North 80°12'05" West, 580.75 feet to the point or place of beginning.

For conveyancing only: Together with all the rights, 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.

For Information Only: District 0200 Section 813.00 Block 01.00 Lot 005.005 & 005.006