

PREPARED BY AND  
WHEN RECORDED RETURN TO:

Michael Gibson  
Bass, Berry & Sims PLC  
1201 Pennsylvania Avenue NW  
Suite 300  
Washington, DC 20004

(Above Space For Recorder's Use Only)

APN: 0200813000100005007 (as to Exhibit A)

### ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), dated March 3, 2021 (the "Effective Date"), is made by and between LAX HOTEL, LLC, a California limited liability company, with an address of c/o Tarsadia Enterprises, LLC, 520 Newport Beach Center Drive, 21st Floor, Newport Beach, California 92660 ("Assignor"), and NM AMNL, L.L.C., a Delaware limited liability company, with an address of c/o New Mountain Net Lease Acquisition Corporation, 1633 Broadway, 48<sup>th</sup> Floor, New York, NY 10019 ("Assignee").

#### RECITALS:

A. Assignor, as "Company" and tenant, and the Town of Brookhaven Industrial Development Agency, a public benefit corporation duly organized and validly existing under the laws of the State of New York, as "Agency" and landlord ("Landlord"), are parties to that certain Lease Agreement dated October 1, 2012 (as amended from time to time, the "Lease"), with respect to the lease of the Premises (as defined below) among certain other property as further described in the Lease. Initially capitalized terms not otherwise defined in this Assignment shall have the meanings set forth in the Lease.

B. Pursuant to the Lease, the Premises is leased to Assignor, and in connection therewith, a Memorandum of Lease evidencing the Lease was recorded on November 7, 2012, in Liber 12710, Page 395, Suffolk County Clerk's Office. The term of the Lease commenced on October 18, 2012, and expires at 11:59 p.m. on October 31, 2024.

C. Under the terms of the Purchase and Sale Agreement, as amended, between Assignor, as Seller, and Assignee, as successor-in-interest to New Mountain Net Lease Acquisition Corporation, a Delaware corporation, as Buyer, made and entered into as of January 29, 2021, Assignor is assigning to Assignee and Assignee is acquiring all of the Assignor's interest in, to and under the Lease.

## AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Effective as of the Effective Date, Assignor does hereby grant, convey and transfer to Assignee the following (collectively, the "Premises"):

a. Assignor's leasehold interest and reversionary rights in the land located in Suffolk County, New York, and designated on the Suffolk County Tax Map as District 0200, Section 813.00, Block 01.00, Lot 005.007, commonly known as 50 Horseblock Road, Brookhaven, New York 11719 and more particularly described on Exhibit A attached hereto and incorporated herein (the "Land");

b. Assignor's leasehold interest and reversionary rights in all buildings and improvements situated on the Land (collectively, the "Improvements");

c. All right, title and interest of Assignor in and to any land lying in the bed of any highway, street, road or avenue, open or proposed adjoining the Land; and

d. All right, title and interest of Assignor in and to all easements, tenements, hereditaments, privileges and appurtenances in any way belonging to the Land.

2. Assignor assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease, including, without limitation, the rights to reacquire the fee simple interest in the Land and Improvements set forth in the Lease.

3. Assignee hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by the tenant under the Lease arising from and after the Effective Date.

4. Assignor, in compliance with Section 13 of the Lien Law, covenants that Assignor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without reference to conflicts of laws principles.

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

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

**ASSIGNOR:**

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

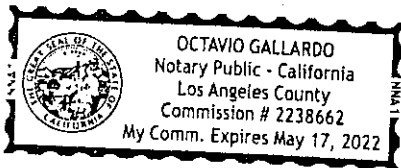
By: Anantya Capital, LLC, its Manager

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 V. 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]



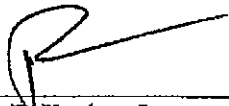
Notary Public  
My commission expires: May 17, 2022

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

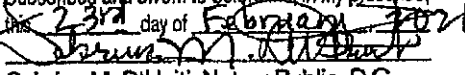
**ASSIGNEE:**

**NM AMNL, L.L.C.,**  
a Delaware limited liability company

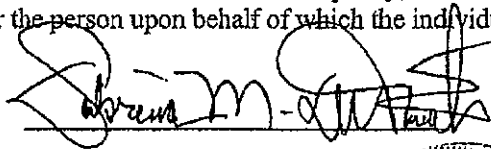
By: NM Net Lease Partners Manager, L.L.C., its non-member manager

By:   
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  
)   
) ss. Sabrina M. D'Haiti, 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.



Notary Public  
My commission expires:



## EXHIBIT A

### Legal Description of the Land

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.

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° 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° 36' 25" WEST, 1,879.62 FEET TO THE NORTHERLY SIDE  
OF SOUTHAVEN AVENUE;

THENCE NORTH 80° 12' 05" WEST, 17.18 FEET ALONG THE NORTHERLY  
SIDE OF SOUTHAVEN AVENUE TO THE EASTERLY SIDE OF STATION  
ROAD;

THENCE NORTH 01° 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



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance Memo of Assignment of Lease

Form with sections for Grantor/Transferor and Grantee/Transferee, including checkboxes for entity type and fields for name, address, and identification numbers.

Location and description of property conveyed

Table with columns: Tax map designation, SWIS code, Street address, City, town, or village, County. Row 1: 0200-813.00-01.00-005.007, 50 Horseblock Road, Yaphank/Brookhaven, Suffolk.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and a date of conveyance field (03/03/2021).

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing the condition of conveyance, such as fee interest, acquisition of interest, etc.

Table for recording officer's use with columns: Amount received, Date received, Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ..... <input checked="" type="checkbox"/> <b>Exemption claimed</b>	1.		
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....	2.		
3	Taxable consideration (subtract line 2 from line 1) .....	3.		
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.		
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	5.		
6	Total tax due* (subtract line 5 from line 4) .....	6.		

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

1	Enter amount of consideration for conveyance (from Part 1, line 1) .....	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01)) .....	3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... Transaction with an Industrial Development Agency ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.  
This is to certify that: (mark an X in the appropriate box)

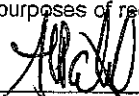

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a.  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b.  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c.  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d.  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e.  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a.  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b.  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature By: Ananya Capital, LLC, Manager of LAX Hotel, LLC	Authorized Rep _____ Title	 _____ Grantee signature	President of NM Net Lease Partners Manager, L.L.C., non-member manager of NM AMNL, L.L.C. _____ Title
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date