

CV VILLAGE AT CORAM, LLC

and

WINCORAM COMMONS I, LLC

to

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

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PHASE I FACILITY RECAPTURE AGREEMENT

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Dated as of February 1, 2014

Town of Brookhaven Industrial Development Agency  
(CV Village at Coram, LLC 2014 Facility)

Property Addresses: 3700 Route 112, Coram, New York 11727  
Town of Brookhaven, Suffolk County, New York

Lot Numbers: 0200-476.00-02.00-029.004 and p/o 029.005

Record and return to:  
Nixon Peabody LLP  
1300 Clinton Square  
Rochester, New York 14604  
Attention: Jessica L. Cocco, Esq.

## PHASE I FACILITY RECAPTURE AGREEMENT

THIS PHASE I FACILITY RECAPTURE AGREEMENT, made and entered into as of February 1, 2014 (this “**Phase I Facility Recapture Agreement**”), is from CV VILLAGE AT CORAM, LLC, a limited liability company, organized and existing under the laws of the State of New York, having an address 183 E. Main Street, Suite 600, Rochester, New York 14604 (the “**Company**”) and WINCORAM COMMONS I, LLC, a limited liability company, organized and existing under the laws of the State of New York, having an address 183 E. Main Street, Suite 600, Rochester, New York 14604 (the “**Phase I Sublessee**”) to the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency and a public benefit corporation duly organized and validly existing under the laws 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, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York;

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

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

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act 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 Phase I Facility defined below;

WHEREAS, the Agency has agreed to provide its assistance in the acquisition of title to a parcel of land aggregating approximately 17.60 acres and located at 3700 Route 112, Coram, Town of Brookhaven, New York (the “**Land**”), together with existing structures and improvements located thereon by the Company and the demolition, construction and equipping of a mixed-use industrial development facility which will occur in three phases as follows: (A) Phase I will consist of construction and equipping of six (6) buildings totaling approximately 110,000 square feet and containing an aggregate of approximately 98 residential units and approximately 9,020 square feet of commercial space (the “**Phase I Facility**”), which Phase I Facility will be leased to the Company pursuant to a Phase I

Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase I Facility Lease Agreement**”), for further sublease by the Company to, and to be developed and used by the Phase I Sublessee; (B) Phase II will consist of the construction and equipping of five (5) buildings totaling approximately 82,000 square feet and containing an aggregate of approximately 78 additional residential units (the “**Phase II Facility**”), which Phase II Facility will be leased to the Company pursuant to a certain Phase II Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase II Facility Lease Agreement**”), by and between the Agency and the Company, for further sublease by the Company to, and to be developed and used by Wincoram Commons Phase II, LLC, a New York limited liability company (the “**Phase II Sublessee**”); and (C) Phase III will consist of the construction and equipping of an approximately 6,000 square foot building to be used for retail space (the “**Phase III Facility**”; and together with the Phase I Facility and the Phase II Facility, the “**Facility**”), which Phase III Facility will be leased to the Company pursuant to a certain Phase III Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase III Facility Lease Agreement**”), by and between the Agency and the Phase III Company, for further sublease by the Company to, and to be developed and used by Wincoram Commons Commercial, LLC, a New York limited liability company (the “**Phase III Sublessee**”), all to be leased by the Agency to and used by the Company as a mixed-use development; and

WHEREAS, the Company has agreed to ground lease a portion of the Land as described in Exhibit A attached hereto (the “**Phase I Land**”) to the Agency pursuant to the terms of a certain Phase I Facility Company Lease Agreement dated as of February 1, 2014 (the “**Phase I Facility Company Lease**”), by and between the Company and the Agency;

WHEREAS, the Company has agreed to transfer title to the Agency title to the Phase I Equipment pursuant to a Phase I Facility Bill of Sale, dated February 18, 2014 (the “**Phase I Facility Bill of Sale**”); and

WHEREAS, the Agency has agreed to sub-sublease the Phase I Land and lease the Phase I Improvements and the Phase I Equipment to the Company, and the Company desires to rent the Phase I Facility from the Agency upon the terms and conditions set forth in the Phase I Facility Lease Agreement, dated as of February 1, 2014 (the “**Phase I Facility Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Company has agreed to sublease the Phase I Facility to the Phase I Sublessee pursuant to a Sublease Agreement, dated as of February 1, 2014 (the “**Phase I Facility Sublease**”), by and between the Company and the Phase I Sublessee;

WHEREAS, in connection therewith, the Agency and the Phase I Sublessee have agreed to enter into a Phase I Facility Agency Compliance Agreement, dated as of February 1, 2014 (the “**Phase I Facility Agency Compliance Agreement**”), whereby the Phase I Sublessee will provide certain assurances to the Agency with respect to the Phase I Facility;

WHEREAS, in order to define the Company’s and the Phase I Sublessee’s obligations regarding payments-in-lieu-of taxes, the Agency, the Company and the Phase I Sublessee will enter into a Phase I Facility Payment-in-Lieu-of-Tax Agreement, dated as of

February 1, 2014 (the “**Phase I PILOT Agreement**”), by and among the Agency, the Company and the Phase I Sublessee; and

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

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

- (i) If there shall occur a Recapture Event (as hereinafter defined) after February 18, 2014, but on or before December 31, 2021 the Company and/or the Phase I 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 by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below);
- (ii) If there shall occur a Recapture Event after January 1, 2022, but on or before December 31, 2025, the Company and/or the Phase I 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 by the Agency, seventy-five percent (75%) of the Recaptured Benefits;
- (iii) If there shall occur a Recapture Event after January 1, 2026 but on or before December 31, 2029, the Company and/or the Phase I 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 by the Agency, fifty percent (50%) of the Recaptured Benefits;

- (iv) If there shall occur a Recapture Event after January 1, 2030 but on or before December 31, 2031 the Company and/or the Phase I 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 by the Agency, twenty-five percent (25%) of the Recaptured Benefits; and
- (v) If there shall occur a Recapture Event after December 31, 2031, the Company and/or the Phase I Sublessee shall not be obligated to pay to the Agency, or to the State of New York, any of the Recaptured Benefits; and

(b) The term “Recaptured Benefits” shall mean all direct monetary benefits, tax exemptions and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the Phase I Facility PILOT Agreement, the Phase I Facility Sales Tax Letter, dated February 18, 2014, delivered by the Agency to the Company and the Phase I Sublessee (the “**Phase I Facility Sales Tax Letter**”) and the Phase I Facility Lease Agreement including, but not limited to, the amount equal to 100% of:

- (i) any exemption from any applicable mortgage recording tax with respect to the Phase I Facility on mortgages granted by the Agency (the “**Mortgage Tax Benefits**”); and
- (ii) sales or use tax exemptions with respect to the Phase I Facility regarding the Phase I Sales Tax Letter (the “**Sales and Use Tax Benefits**”); and
- (iii) real property tax abatements granted under the Phase I Facility PILOT Agreement less the abatements, if any, which would have been granted under Section 485-b of the Real Property Tax Law or under any other law or regulation (except, however, for the exemption provided under Title 1 of Article 18-A of the General Municipal Law) with respect to the Phase I Facility (the “**Real Property Tax Benefits**”),

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.

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

(1) A termination of the Phase I Facility Lease Agreement and the Phase I Facility PILOT Agreement as a result of a default by the Company and/or the Phase I Sublessee under the Phase I Facility PILOT Agreement (other than as described in clauses 5, 7 or 8 below) which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(2) A termination of the Phase I Facility Lease Agreement and the Phase I Facility PILOT Agreement as a result of the occurrence and continuation of an Event of Default under the Phase I Facility Lease Agreement (other than as described in clause 5, 7 or

8 below) which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

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

(4) The sale (other than pursuant to an assignment of the Phase I Facility Lease Agreement as approved by the Agency pursuant to Section 9.3 of the Phase I Facility Lease Agreement) or closure of the Phase I Facility and/or departure of the Company and/or the Phase I Sublessee from the Town of Brookhaven, except as due to casualty, condemnation or force majeure as provided below; or

(5) Failure of the Company and/or the Phase I Sublessee to create or cause to be maintained the number of full time equivalent (“FTE”) jobs at the Phase I Facility as defined in Section 8.13 of the Phase I Facility Lease Agreement, which failure is not reflective of the business conditions of the Company and/or the Phase I Sublessee or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions. It is further provided that the Company may not actually provide the FTE jobs at the Phase I Facility, but rather shall sublease the Phase I Facility to the Phase I Sublessee, and that the Company’s obligation with regard to creating or causing to be maintained FTE jobs includes (a) using all reasonable efforts to lease up the Phase I Facility, and (b) including provisions in all commercial subleases requiring any tenants to comply with the provisions of the Phase I Lease Agreement applicable to them. Except as provided in the first sentence of this subsection 1(c)(5), it is further provided that the failure of the Company and/or the Phase I Sublessee to create or cause to maintain the number of FTE jobs at the Phase I Facility as defined in Section 8.13 of the Phase I Facility Lease Agreement will result in a Recapture Event; or

(6) Any significant and adverse deviation from the material information and data provided to the Agency in the Company’s application for assistance which would constitute a significant diminution of the Company’s and/or the Phase I Sublessee activities in, or commitment to, the Town of Brookhaven.

(7) Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the reason or reasons that non-compliance with subsection (5) above shall have occurred and is continuing for any of the following reasons: (i) a subtenant has or subtenants have vacated, or are in the process of vacating, the Phase I Facility prior to the expiration of their respective Sublease and such subtenant does not sublet their demised space or permit the Company to relet such demised space for the remaining term of such subtenant’s Sublease; (ii) a subtenant has or subtenants have vacated the Phase I Facility upon the expiration of their respective Sublease and the Company is exercising reasonable business efforts to sublet the vacated demised premises; and (iii) upon an Event of Default by a subtenant under a Sublease, or a Tenant Agency Compliance Agreement, the Company has terminated, or is using commercially reasonable efforts to terminate, the respective Sublease and has evicted, or is using commercially reasonable efforts to evict, such Tenant and the

Company is exercising its commercially reasonable efforts to sublet such demised premises upon such eviction.

(8) Furthermore, 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 Phase I Facility, or (ii) the inability of the Company and/or the Phase I Sublessee after the Phase I Facility shall have been destroyed or damaged in whole or in part (such occurrence a “Loss Event”) to rebuild, repair, restore or replace the Phase I Facility to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith on the part of the Company and/or the Phase I Sublessee or any of their respective affiliates so long as the Company and/or the Phase I Sublessee or any of its affiliates has diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Phase I Facility or part thereof, or (iii) the period of any rebuilding, restoration or replacement after the occurrence of a Loss Event.

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

(e) In the event any payment owing by the Company and/or the Phase I 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 one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company and/or the Phase I 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 reasonable out of pocket expenses of the Agency, including without limitation, legal fees, incurred with the recovery of all amounts due under this Phase I Facility Recapture Agreement, from amounts received by the Agency pursuant to this Phase I Facility Recapture Agreement.

## 2. Obligations Unconditional.

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

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

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

3. Condition to Reconveyance of Phase I Facility. The parties hereto agree that the Agency shall have no obligations to surrender or terminate its leasehold interests in the Phase I Facility to the Company pursuant to the Phase I Facility Lease Agreement until all payments to the Agency and the Town of Brookhaven under Sections 5.3, 11.2 and 11.3 of the Phase I Facility Lease Agreement, under the Phase I Facility PILOT Agreement and hereunder have been paid in full. If such payments are not paid in full by the Company and/or the Phase I Sublessee within ninety (90) days of the date when due and owing, then the Agency shall offer the Agency's interest in the Phase I Facility for sale pursuant to the Agency's Real Property Disposition Policy adopted pursuant to the Public Authorities Accountability Act.

4. Recordation of Recapture Agreement. The parties hereto agree that this Phase I Facility Recapture Agreement shall be recorded as a lien against the Phase I Facility and as a covenant and restriction running with the Land until this Phase I Facility Recapture Agreement has been discharged by the Agency or the Phase I Facility re-conveying to the Company. The parties hereto further agree that this Recapture Agreement and the lien referred to above shall not be subordinate to any Mortgage now or hereinafter entered into by the Agency and/or the Company with respect to any Real Property Tax Benefits and any PILOT Payments (as defined in the PILOT Agreement). The parties hereto further agree that this Recapture Agreement and the lien referred to above shall be subordinate to any Mortgage now or hereinafter entered into by the Agency and/or the Company against the Facility with respect to any Mortgage Tax Benefits and any Sales and Use Tax Benefits, and the Agency agrees to consent to any subordination agreement by any lender, at the sole cost and expense of the Company, which consent by the Agency shall not be unreasonably withheld or delayed, but may be conditioned upon reasonable terms then in effect by the Agency.

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

6. Directly or Indirectly. Where any provision in this Phase I Facility 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 Phase I Sublessee herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Phase I Facility Recapture Agreement to the Agency regardless of any investigation made by the Agency.

8. Binding Effect. This Phase I Facility 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 Phase I Facility Recapture Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

To the Company:

CV Village at Coram, LLC  
183 E. Main Street  
Suite 600  
Rochester, New York 14604  
Attention: Allen Handelman, Vice President

To the Phase I Sublessee:

Wincoram Commons I, LLC  
183 E. Main Street  
Suite 600  
Rochester, New York 14604  
Attention: Allen Handelman, Vice President

With a copy to:

Red Stone-Fund 42 Limited Partnership  
c/o Red Stone Equity Partners, LLC  
200 Public Square, Suite 1550  
Cleveland, Ohio 44114

And:

Nixon Peabody LLP  
100 Summer Street  
Boston, Massachusetts 02110  
Attention: Roger W. Holmes, Esq.

And:

Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11553

Attention: Daniel P. Deegan, Esq.

To the Agency:

Town of Brookhaven Industrial Development Agency  
1 Independence Hill  
3<sup>rd</sup> Floor  
Farmingville, New York 11738  
Attn: Executive Director

To the construction Lender:

Capital One, National Association  
280 Park Avenue, 22<sup>nd</sup> Floor  
New York, New York 10017  
Attention: Edward Santos

With a copy to:

Jones Day  
222 East 41st Street  
New York, New York 10017  
Attention: Aviva Yakren, Esq.

To the permanent Lender:

Community Development Trust  
1350 Broadway, Suite 700  
New York, NY 10018  
Attention: Brian Gallagher

With a copy to:

Ballard Spahr, LLP  
1909 K Street, NW, 12th Floor  
Washington, DC 20006-1157  
Attention: Mary Jo George, Esq.

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

10. Entire Understanding; Counterparts. This Phase I Facility 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 Phase I Facility Recapture Agreement shall be made except in writing upon the written consent of the Company, the Sublessee and the Agency.

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

13. Governing Law. This Phase I Facility 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.

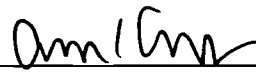
14. Section Headings. The headings of the several Sections in this Phase I Facility Recapture Agreement have been prepared for convenience of reference only and shall not control, or affect the meaning of or be taken as an interpretation of any provision of this Phase I Facility Recapture Agreement.

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

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

**CV VILLAGE AT CORAM, LLC**

By: Conifer Realty, LLC, its sole member

By: 

Name: Andrew I. Crossed

Title: Executive Vice President

**WINCORAM COMMONS I, LLC**

By: Wincoram Commons I Managing  
Member, LLC, its managing member

By: Conifer Realty, LLC, its sole member


By: 

Andrew I. Crossed

Executive Vice President

ACCEPTED:

**TOWN OF BROOKHAVEN INDUSTRIAL  
DEVELOPMENT AGENCY**

By: 

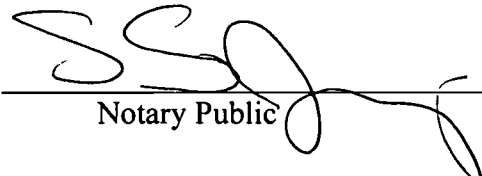
Name: Lisa MG Mulligan

Title: Chief Executive Officer

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

On the 14<sup>TH</sup> of February in the year 2014, before me, the undersigned, personally appeared **Andrew I. Crossed**, 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.

S STURMAN JENNINGS  
Notary Public, State of New York  
No. 02JE6096835  
Qualified in Monroe County  
Commission Expires August 11, 2015

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

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

On the 10 day of February in the year 2014, 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.

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

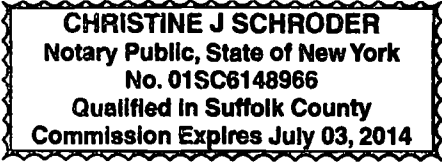


EXHIBIT A

REAL PROPERTY DESCRIPTION

## PHASE 1 DESCRIPTION

Portion of Suffolk County Tax Map No.: 0200-476.00-02.00-029.004 & p/o 29.005

**All** that certain plot, piece or parcel of land, lying and being at Coram, Town of Brookhaven, County of Suffolk, State of New York, Said parcel being more particularly bounded and described as follows:

**Beginning** at a point on the southerly boundary line of Farmers Avenue (not-open), said point of beginning being North 85°07'07" East, along said southerly boundary line of Farmers Avenue (not-open), a distance of 435.6 feet from a point formed by the intersection of the southerly boundary line of Farmers Avenue (not-open) and the easterly boundary line of Planters Avenue;

**Thence** from said point of beginning, North 85°07'07" East along said southerly boundary line a distance of 316.94 feet to the southeasterly terminus of Farmers Avenue (not-open);

**Thence** North 26°50'17" East along the easterly terminus of Farmers Avenue (not open), then lands now or formerly of Avalon Bay Communities, Inc. on the west and through the lands of CV Village at Coram, LLC., a distance of 182.93 feet to a point;

**Thence** continuing through the lands of CV Village at Coram, LLC. the following twenty seven (27) courses and distances;

1. South 56°27'26" East, a distance of 22.27 feet to a point, thence
2. North 33°32'34" East, a distance of 46.85 feet to a point, thence
3. South 56°27'26" East, a distance of 202.50 feet to a point, thence
4. North 33°32'34" East, a distance of 25.31 feet to a point, thence
5. South 56°27'26" East, a distance of 75.61 feet to a point, thence
6. South 33°32'34" West, a distance of 38.70 feet to a point, thence
7. South 56°27'26" East, a distance of 61.29 feet to a point, thence
8. South 33°32'34" West, a distance of 81.11 feet to a point, thence
9. South 56°27'26" East, a distance of 77.01 feet to a point, thence
10. South 33°32'34" West, a distance of 46.34 feet to a point, thence
11. South 56°27'26" East, a distance of 116.97 feet to a point, thence
12. North 83°59'47" East, a distance of 63.84 feet to a point, thence
13. North 06°00'13" West, a distance of 83.40 feet to a point, thence
14. South 83°59'47" West, a distance of 41.93 feet to a point, thence
15. North 25°40'54" East, a distance of 68.91 feet to a point, thence
16. North 56°27'26" West, a distance of 39.56 feet to a point, thence
17. North 33°31'54" East, a distance of 22.07 feet to a point, thence
18. North 05°18'13" West, a distance of 42.36 feet to a point, thence
19. North 29°39'59" East, a distance of 32.15 feet to a point, thence
20. North 17°51'00" West, a distance of 84.24 feet to a point, thence
21. North 70°48'45" West, a distance of 36.26 feet to a point, thence
22. North 11°24'25" West, a distance of 154.94 feet to a point, thence
23. North 49°15'49" West, a distance of 257.25 feet to a point, thence
24. North 71°17'22" West, a distance of 79.21 feet to a point, thence
25. North 85°27'01" West, a distance of 79.70 feet to a point, thence

26. South 47°47'14" West, a distance of 34.42 feet to a point, thence

27. South 26°56'56" West, a distance of 180.00 feet to a point on the easterly boundary of lands of the State of New York (recharge basin);

**Thence** northerly along said boundary, the following two (2) courses and distances;

1. North 2°27'42" East, a distance of 109.24 feet to a point, thence
2. North 12°37'19" West, a distance of 229.07 feet to point on the southerly boundary of lands of Selective Coram, Inc.

**Thence** easterly and northerly along said boundary, the following two (2) courses and distances;

1. North 80°30'17" East, a distance of 84.95 feet to a point, thence
2. North 7°01'27" East, a distance of 200.00 feet to point on the southerly boundary line Middle country Road (N.Y.S. Rt. 25);

**Thence** Easterly along the southerly boundary line of Middle Country Road (N.Y.S. Rt. 25) along an arc of a curve to the left having a radius of 756.78 feet a distance of 104.41 (calc) 104.36 (deed) to a point;

**Thence** southerly along the westerly boundary line of lands of Smithtown Rte. 111 Properties, LLC. and the easterly line of a 20' wide Right of Way, South 9°30'17" West, a distance of 333.55 feet to a point;

**Thence** easterly and northerly along said lands of Smithtown Rte. 111 Properties, LLC. the following three (3) courses and distances;

1. South 67°48'03" East, a distance of 136.67 feet to a point, thence
2. North 12°01'17" East, a distance of 178.67 feet to a point, thence
3. North 40°28'07" East, a distance of 27.05 feet to lands of Partnership of Mirabelli & Brandt;

**Thence**, easterly along said boundary and then lands of M K L V Ventures, Inc. the following three (3) courses and distances

1. South 66°51'13" East, a distance of 75.63 feet to a point, thence
2. South 43°02'23" East, a distance of 229.94 feet to point, thence
3. North 83°11'27" East, a distance of 50.00 feet to the westerly boundary line of lands of 3712 Route 112, LLC.

**Thence** southerly and easterly along said boundary line the following two (2) courses and distances;

1. South 6°48'33" East, a distance of 50.00 feet to point, thence
2. North 83°11'27" East, a distance of 100.00 feet to point on the westerly boundary line of the Port Jefferson-Patchogue Road (N.Y.S. RT. 112);

**Thence**, southerly along said boundary the following two (2) courses and distances

1. South 6°56'13" East, a distance of 276.87 feet to a point, thence
2. South 5°57'33" East, a distance of 483.17 feet to point on the northerly boundary line of lands of Milap Enterprises Inc.;

**Thence** westerly along said boundary line, then the northerly terminus of Coram Avenue and then other lands of Milap Enterprises Inc. the following two (2) courses and distances;

1. South 82°17'07" West, a distance of 918.53 feet to a point, thence
2. South 85°07'07" West, a distance of 104.53 to a point on the easterly boundary of lands now or formerly of Anne M. Wilberg revocable Trust;



Thence northerly along lands now or formerly of Anne M. Wilberg revocable Trust and then lands now or formerly of Caroline Giovanniello & Anthony Giovanniello North 4°52'53" West, a distance of 400.00 feet to the point or place of beginning

Said parcel containing 597,711± square feet or 13.721± acres more or less.

Described By: GLB  
Checked By: DPJ  
Revised By: CFD

Date: 01/02/13  
Date: 01/02/13  
Date: 02/05/14