#### J-CAD REALTY LLC

and

## CENTER MANAGEMENT CORP.

and

# MAYNE CONSTRUCTION OF LONG ISLAND, INC.

to

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

## RECAPTURE AGREEMENT

Dated as of August 1, 2015 Town of Brookhaven Industrial Development Agency (J-CAD REALTY LLC FACILITY)

Property Address:

664 Blue Point Road, Holtsville, Town of Brookhaven

Suffolk County New York

District:

0200

Section:

805

Block:

Lot:

7.009

## Record and return to:

Weinberg, Gross & Pergament LLP 400 Garden City Plaza, Suite 403 Garden City, New York 11530 Attn: Howard R. Gross, Esq.

#### RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT, made and entered into as of August 1, 2015 (this "Recapture Agreement"), is from J-CAD REALTY LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, having an office at 664 Blue Point Road, Holtsville, New York 11742 (the "Company") and CENTER MANAGEMENT CORP., a corporation duly organized and validly existing under the laws of New York, having an office at 664 Blue Point Road, Holtsville, New York 11742 (a "Sublessee") and MAYNE CONSTRUCTION OF LONG ISLAND, INC., a corporation duly organized and validly existing under the laws of the State of New York having an office at 664 Blue Point Road, Holtsville, New York 11742 (a "Sublessee" and collectively with CENTER MANAGEMENT CORP., the "Sublessees") 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, 3rd Floor, Farmingville, New York 11738 (the "Agency").

#### WITNESSETH:

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

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

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

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act 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.

WHEREAS, the Agency has agreed (the "Project") (a) to assist with (i) the acquisition of an approximately 2.8 acre parcel of land located at 664 Blue Point Road, Holtsville, Town of Brookhaven, Suffolk County, New York (and further identified as Tax Map No. 200-805-1-7.009) (the "Land"), and the renovation of the approximately 20,000 square foot building located thereon (the "Improvements"), and the acquisition and installation therein of certain equipment not part of the Equipment (as defined herein) (the "Facility Equipment"; together with the Land and Improvements, the "Company Facility"), which Company Facility is

to be leased by the Agency to the Company and further subleased by the Company to the Sublessees and others, (ii) assist with the acquisition and installation therein of certain equipment and personal property (the "Equipment"), which Equipment is to be leased by the Agency to the Sublessees (the Company Facility and the Equipment are collectively referred to herein as the "Facility"), which Facility is to be used by the Sublessees for their respective commercial maintenance business and commercial construction business, (b) to grant mortgage liens thereon and security interests therein, and (c) to provide financial assistance within the meaning of the Act; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, and equip the Company Facility as approved by the Agency and the Lender (as hereinafter defined); and

WHEREAS, the Sublessees have agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire and install the Equipment in accordance with the Application (as defined herein);

WHEREAS, the Agency intends to lease the Company Facility to the Company, and the Company desires to rent and acquire the Company Facility from the Agency, upon the terms and conditions hereinafter set forth in that certain Lease Agreement, dated as of August 1, 2015 (the "Lease Agreement"), and to lease the Equipment to the Sublessees, and the Sublessees desire to lease and acquire the Equipment from the Agency, upon the terms and conditions hereinafter set forth in the Equipment Lease Agreements, dated as of August 1, 2015 (collectively and individually, the "Equipment Lease Agreement"); and

WHEREAS, immediately prior to the execution and delivery of the Lease Agreement and the Equipment Lease Agreement, (a) the Company has or will execute and deliver or cause to be executed and delivered to the Agency (i) a certain Company Lease Agreement (as herein defined) between the Company and the Agency, which conveys to the Agency a leasehold interest in the Land and Improvements, (ii) a bill of sale dated the Closing Date (the "Company Facility Equipment Bill of Sale"), which conveys to the Agency all right, title and interest of the Company in and to the Facility Equipment, and (iii) the Lease Agreement; (b) the Sublessees have or will execute and deliver or cause to be executed and delivered to the Agency (i) bills of sale dated the Closing Date (collectively and individually, the "Equipment Bill of Sale"), which conveys to the Agency all right, title and interest of the Sublessees in and to the Equipment, and (ii) the Equipment Lease Agreement; and (c) the Company and the Sublessees have or will execute and deliver a certain Sublease (as defined herein) under which the Company sub-subleases the Company Facility to the Sublessee; and

WHEREAS, in order to finance a portion of the costs of the Project, the Lender (as herein defined, has made loans to the Company, which loan is evidenced by the Note (as herein defined) made by the Company to the Lender; and

WHEREAS, in order to secure the obligations of the Company to the Lender under the Note, the Company has executed and delivered the Mortgage (as herein defined), which Mortgage the Agency has executed for the sole purpose of subjecting to the lien thereof its

interest in the Company Facility, and pursuant to which Mortgage the Company and the Agency grant to the Lender a mortgage lien on the Company Facility;

WHEREAS, the Agency has or intends to confer upon the Company or the Sublessees certain benefits and other financial assistance under or in connection with the Lease Agreement, the Equipment Lease Agreement, the PILOT Agreement, the Mortgage, and the transactions contemplated thereby, including certain sales and use tax exemptions, mortgage recording tax exemptions and real property tax abatements (including payments in lieu of taxes);

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

# **AGREEMENT**

# 1. Recapture of Agency Benefits.

- (a) It is understood and agreed by the parties hereto that the Agency is entering into, among other instruments, the PILOT Agreement, the Company Lease Agreement, the Lease Agreement and the Equipment Lease Agreement in order to provide financial assistance to the Company and the Sublessees for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company and the Sublessee hereby jointly and severally agree 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 or the Sublessees shall pay upon demand 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 upon either or both of them 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 after the Closing Date, the Company or the Sublessees shall pay upon demand 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, eighty percent (80%) 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 after the Closing Date, the Company or the Sublessees shall pay upon demand 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, sixty percent (60%) 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 after the Closing Date, the Company or the Sublessees shall pay upon demand upon demand 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, forty percent (40%) of the Recaptured Benefits;
- (v) If there shall occur a Recapture Event after the end of eight (8) years but on or before the end of ten (10) years after the Closing Date, the Company or the Sublessees shall pay upon demand upon demand 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 percent (20%) of the Recaptured Benefits; and
- (vi) If there shall occur a Recapture Event after the end of ten (10) years after the Closing Date, the Company and the Sublessees shall not be obligated to pay to the Agency, or to the State of New York, any of the Recaptured Benefits.
- The term "Recaptured Benefits" shall mean all direct monetary benefits, tax exemptions and other financial assistance, if any, derived from the Agency's participation in the transactions contemplated by the PILOT Agreement, the Company Lease Agreement, the Lease Agreement and the Equipment Lease Agreement, (i) 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 ("Mortgage Recording Tax Exemption"), (ii) the Company Sales Tax Savings (that is, Sales Tax Exemption savings realized by or for the benefit of the Company, including any savings realized by any Agent, pursuant to the Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Company Facility), (iii) the Sublessee Sales Tax Savings (that is, all Sales Tax Exemption savings realized by or for the benefit of the Sublessees, including any savings realized by any Agent, pursuant to the Equipment Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Equipment), (iv) all real property tax abatements granted or realized under the PILOT Agreement (that is, the difference between the amounts that would be payable for real estate taxes and assessments with respect to the Facility if the Facility were owned by the Company exclusive of the Agency's leasehold interest therein, and the amounts payable by the Company or the Sublessees under the PILOT Agreement), (v) any due and unpaid amounts, or amounts accruing prior to the termination of the Agency's leasehold interest in the Company Facility, under the PILOT Agreement, and (vi) all other benefits derived from the Agency's participation in the transactions contemplated by the Company Lease Agreement, the Lease Agreement, the Equipment Lease Agreement or the PILOT Agreement. Recaptured Benefits from time to time shall be payable upon demand 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:
- (i) The Company or either Sublessee shall have liquidated its operations and/or assets; or

- (ii) The Company or either Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by closure or by relocation to another facility); or
- (iii) The Company or either Sublessee shall have effected a substantial change in the scope and nature of the operations of the Company or the Sublessee at the Facility without the prior written consent of the Agency; or
- (iv) The occurrence and continuance, after giving effect to any applicable notice or grace period provisions, of a default under the Lease Agreement, the Equipment Lease Agreement, the PILOT Agreement, or any other Company Documents, Sublessee Documents or Loan Documents, including under the Agency Compliance and Guaranty Agreement; or
- (v) The Company or either Sublessee shall have sold, leased, subleased, sub-subleased, assigned, transferred or otherwise disposed of all or any part of its interest in the Facility in violation of the Lease Agreement or Equipment Lease Agreement; or
- (vi) The Facility, or any part thereof, shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date.
- (vii) The Application, or documentation in support of the Application, contained a false or misleading statement as to any fact material to the Application or omitted any information which, if included, would have rendered any information in the Application or supporting documentation false or misleading in any material respect, and in the sole judgement of the Agency, such false or misleading statement or omission was made knowingly or intentionally for the purpose of obtaining the financial assistance.
- The Company and the Sublessees fail to achieve and maintain, (viii) collectively, the employment levels of Full Time Equivalent Employees at the times and in the amounts required under Section 8.13 of the Lease Agreement and Section 8.13 of the Equipment Lease Agreement which such failure in the sole judgment of the Agency is not reflective of the business conditions of the Company or the Sublessees, including loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions; provided that if this Recapture Event has occurred due solely to the failure of the Company or the Sublessees to create or maintain the number of FTEs at the Facility as provided in Section 8.13 of the Lease Agreement and Section 8.13 of the Equipment Lease Agreement in any tax year (that is, the annual period commencing on December 1 of each year) but the Company and the Sublessees have created or maintained at least 90% of such required number of FTEs throughout such tax year, then, provided no other Recapture Event has occurred and is continuing, in lieu of recovering the Recaptured Benefits with respect thereto as provided above, the Agency may, in its sole discretion, adjust the payments due under the PILOT Agreement on a pro rata basis so that the amount payable under the PILOT Agreement will be adjusted upward retroactively for such tax year by the same percentage as the percentage of FTEs that are below the required FTE level for such tax year, as determined by the Agency in its sole discretion. Such adjustments to the payments due under the PILOT Agreement may be made each tax year until such time as the

Agency shall determine that the Company and the Sublessees have complied with the required number of FTEs pursuant to Section 8.13 of the Lease Agreement and Section 8.13 of the Equipment Lease Agreement.

- (ix) The Company receives Sales Tax Savings in connection with the acquisition, renovation and equipping of the Facility in excess of the Maximum Company Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to the Company Sales Tax Savings in excess of the Maximum Company Sales Tax Savings Amount only; provided further, that failure to repay such excess of the Company Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits; or
- (x) The Sublessees receive Sales Tax Savings in connection with the acquisition, renovation and equipping of the Facility in excess of the Maximum Sublessee Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to the Sublessee Sales Tax Savings in excess of the Maximum Sublessee Sales Tax Savings Amount only; provided further, that failure to repay such excess of the Sublessee Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits.
- (d) Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if, and to the extent, the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or a substantial part of the Facility, or (ii) the inability of the Company or either 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, either Sublessees or any of their respective affiliates so long as the Company, the Sublessees 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.
- (e) The Company and the Sublessees shall furnish the Agency written notification of, (i) within thirty (30) days after the end of each calendar year, the number of FTEs located at the Facility throughout the preceding calendar year, (ii) within thirty (30) days after the occurrence of a Recapture Event, notice of the Recapture Event setting for in reasonable detail the nature thereof, and (iii) within thirty (30) days after notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder, such facts and circumstances in reasonable detail.
- (f) In the event any payment owing by the Company or the Sublessees 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 (or the maximum lawful rate, if less) until the Company and the Sublessees 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).

(g) The Agency shall be entitled to deduct all expenses of the Agency, including reasonable legal fees, incurred in connection with the recovery, or attempted recovery, of all amounts due under this Recapture Agreement, from amounts received by the Agency pursuant to this Recapture Agreement before applying such amounts to the Company's or the Sublessees' obligations to pay Recaptured Benefits under this Recapture Agreement.

# 2. <u>Obligations Unconditional.</u>

- (a) The obligations of the Company and the Sublessees under this Recapture Agreement shall be absolute and unconditional and shall remain in full force and effect until the PILOT Agreement, the Lease Agreement and Equipment Lease Agreement have expired or been terminated and all payments due from the Company or the Sublessees to the Agency under this Recapture Agreement have been irrevocably paid in full, 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 Sublessees.
- (b) The Company's and the Sublessees' obligations and liabilities under this Recapture Agreement are not limited in any manner, and the Company and the Sublessee shall be liable for the payment of all recapture amounts with respect to the entire Facility or any part thereof.
- 3. <u>Condition to Reconveyance of Facility.</u> The Agency shall have no obligations to surrender its leasehold interest in the Company Facility to the Company under the Lease Agreement or convey its interest in the Equipment Facility to the Sublessees under the Equipment Lease Agreement until all payments due to the Agency under the Lease Agreement, the Equipment Lease Agreement, the PILOT Agreement, Agency Compliance and Guaranty Agreement and this Recapture Agreement have been paid in full. If such payments are not paid in full by the Company or the Sublessees within one hundred twenty (120) days of the date when due and owing, then, in addition to any other rights or remedies available to the Agency, the Agency may offer its interest in the Company Facility for sale pursuant to the Agency's Real Property Disposition Policy adopted pursuant to the Public Authorities Accountability Act, as amended.
- 4. <u>Terms Defined.</u> The words and terms as used in this Recapture Agreement shall have the meanings and interpretations ascribed thereto in the Lease Agreement unless the context or use indicates another or different meaning or intent.
- 5. <u>Directly or Indirectly.</u> 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.
- 6. <u>Survival</u>. All warranties, representations, and covenants made by the Company and the Sublessees herein shall be deemed to have been relied upon by the Agency, shall survive the delivery of this Recapture Agreement to the Agency regardless of any investigation made by the Agency, and shall survive the termination of this Recapture Agreement and the expiration or termination of the Lease Agreement or Equipment Lease Agreement.

- 7. <u>Binding Effect</u>. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.
- 8. <u>Notices</u>. 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 (for the account of the sender), 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: Chief Executive Officer

#### 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:

J-CAD Realty LLC 664 Blue Point Road Holtsville, NY 11742

#### To the Sublessee:

Center Management Corp. 664 Blue Point Road Holtsville, NY 11742

and

Mayne Construction of Long Island, Inc. 664 Blue Point Road Holtsville, NY 11742

- 9. <u>Entire Understanding; Counterparts</u>. 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.
- 10. <u>Amendments</u>. No amendment, change, modification, alteration or termination of this Recapture Agreement shall be made except in writing upon the written consent of the Company, the Sublessees and the Agency.

- 11. <u>Severability</u>. 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.
- 12. 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. Any actions, suits or proceedings arising under or by virtue of this Recapture Agreement shall be commenced, prosecuted or maintained by the Company or the Sublessee solely in the State of New York, County of Suffolk and the Company and the Sublessees consent to the jurisdiction of the courts of said State and of the United States sitting within said County in any action, suit or proceedings commenced, prosecuted or maintained under or in connection with this Recapture Agreement.
- 13. <u>Waiver of Trial by Jury</u>. The Company and Sublessees hereby waive any and all rights to a trial by jury of any dispute or litigation arising under or in connection with this Recapture Agreement.
- 14. <u>Joint and Several Liability</u>. The Company and the Sublessees, jointly and severally, shall be liable under this Recapture Agreement, and shall indemnify and hold Agency harmless from and against any liability arising from any default by the Company or either Sublessee in performing their respective obligations hereunder or any expense incurred under this Recapture Agreement, including any expenses of the Agency, including attorneys' fees.
- Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Recapture Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 16. Attorneys' Fees and Expenses. In the event the Company or either Sublessee should default under any of the provisions of this Recapture Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company or Sublessees herein contained, the Company and the Sublessees, jointly and severally, shall, on demand therefor, pay to the Agency the fees of such attorneys and such other expenses so incurred.
- 17. <u>Section Headings</u>. 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.
- 18. <u>Recordation of Recapture Agreement</u>. 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. The lien of this Recapture

Agreement shall be subordinate to the lien of any Mortgage to be placed against the Facility and to all modifications, amendments, renewals and extensions thereof. The Company and the Sublessees shall execute and deliver to the Agency all documents and pay all amounts necessary or appropriate to effectuate the recordation of this Recapture Agreement.

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

By:	J-CAD REALTY LLC
	Joseph Feyrara, Managing Member
Ву:	CENTER MANAGEMENT CORP.
	David Nava, President
Ву:	MAYNE CONSTRUCTION
	OF LONG ISLAND, INC.
	Joseph Ferrara, Vice President
	TOWN OF BROOKHAVEN INDUSTRIAL

DEVALOPMENT AGENCY

STATE OF NEW YORK	)		
COUNTY OF NASSAU	) ss.: )		
FERRARA, personally known individual whose name is subs	to me or proved to me cribed to the within instr hat by his signature on the	e, the undersigned, personally appeared JOSE on the basis of satisfactory evidence to be nument and acknowledged to me that he execute the instrument, the individual, or the person up ment STOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTO	the ited
STATE OF NEW YORK COUNTY OF NASSAU	) ) ss.: )	Loretta Esposito Notary Public, State Of New York Registration No. 01ES5060647 Qualified In Nassau County Commission Expires May 20,	
NAVA, personally known to m whose name is subscribed to the	ne or proved to me on the ne within instrument and signature on the instrument	ne, the undersigned, personally appeared DAV basis of satisfactory evidence to be the individual acknowledged to me that he executed the same ent, the individual, or the person upon behalf	dual e in
STATE OF NEW YORK	) ) ss.:	RY PUBLIC  Loretta Esposito  Loretta Esposito  Notary Public, State Of New York  Registration No. 01 ES5060647  Qualified In Nassau County  Commission Expires May 20,	
COUNTY OF SUFFOLK	)	Comme	

On the 12th day of August in the year 2015, 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 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.

COUNTY OF SUFFOLK

NOTARY PUBLIC

RICHARD S. MOSS Notary Public, State of New York Qualified in Suffolk County No. 01MO6109413

Commission Expires: 05/10/16

#### EXHIBIT A

ALL that certain plot piece or parcel of land, situate, lying and being in the Brookhaven, County of Suffolk and State of New York, known and designated as part of Lots 3 on the Map of Brookhaven Corporate Park, filed in the County of Suffolk on December 19, 1985 as Map No. 8030 more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Point Street distant 175.17 feet from the intersection of the Northerly side of Point Street and the westerly side of Blue Point Road;

RUNNING THENCE North 81 degrees 48 minutes 40 seconds West, along the Northerly side of Point Street 160.61 feet;

RUNNING THENCE North 9 degrees 09 minutes 50 seconds East 499.97 feet;

RUNNING THENCE South 81 degrees 48 minutes 40 seconds East to the westerly side of Blue Point Road 270.00 feet;

RUNNING THENCE South 1 degree 39 minutes 10 seconds West along the westerly side of Blue Point Road 301.89 feet;

RUNNING THENCE North 81 degrees 48 minutes 40 seconds West 148.86 feet;

RUNNING THENCE to a point South 9 degrees 09 minutes 50 seconds West 200.00 feet to the point or place of BEGINNING.